

07/02/2024

## Gilbertsville-Mount Upton Central School Board of Education

### Reorganizational & Regular Meeting

02 July 2024

Board Room D131

Members present at the start of the meeting were Jeremy Pain, Sean Barrows, Whitney Talbot, Christopher Ostrander, Lori Peck, Brenda Friedel, Jed Barnes and eight guests.

Others present were Superintendent Annette Hammond, District Treasurer Dorothy Iannello, Principal Heather Wilcox and District Clerk Donna Dean.

The meeting was called to order at 6:00 P.M. by Acting District Clerk, Donna Dean. ORDER

The Acting District Clerk called for nominations for Board President for the 2024-2025 school year. Jeremy Pain was nominated by Sean Barrows and Brenda Friedel for President. There were no other nominations. ELECTION, PRESIDENT

On a motion by Barrows, seconded by Ostrander and passed unanimously, the Acting District Clerk was requested to cast one ballot for the unanimous election of Jeremy Pain as President for the 2024-2025 school year.

Jeremy Pain was unanimously elected President

The Acting District Clerk called for nominations for Board Vice-President for the 2024-2025 school year. Jed Barnes was nominated by Sean Barrows for Vice-President. There were no other nominations. ELECTION, VICE-PRESIDENT

On a motion by Talbot, seconded by Friedel and passed unanimously, the Acting District Clerk was requested to cast one ballot for the unanimous election of Jed Barnes as Vice-President for the 2024-2025 school year.

Jed Barnes was unanimously elected Vice-President.

The Oath of Office was administered to President Pain by the Acting District Clerk. OATHS ADMINISTERED

The Oath of Office was administered to Vice-President Barnes by the Acting District Clerk.

The Oath of Office was administered to new board member Lori Peck and re-elected board members Whitney Talbot and Sean Barrows by Acting District Clerk.

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President Pain assumed the chair.

As recommended by the Superintendent, the following appointments and designations for the 2024-2025 school year were unanimously approved on a motion by Barrows, seconded by Ostrander and passed unanimously.

## APPOINTMENTS AND DESIGNATIONS

Superintendent: *Annette D. Hammond*  
District Clerk: *Donna Dean*  
Clerk Pro-Tem: *BOE President & VP, Superintendent*  
District Treasurer: *Dorothy Iannello*  
Deputy Treasurer: *Brianne Simonds*  
Purchasing Agent: *Superintendent*  
Alternate Purchasing Agent: *Dorothy Iannello*  
Asst. Purchasing Agent: *Principal*  
K-12 Petty Cash Fund \$100: *District Treasurer*  
School Meals Petty Cash Fund \$50: *Susan Sebeck*  
School Attorney: *Ferrara Fiorenza PC*  
Compliance Officer for Title IX & Title I: *Heather Wilcox*  
Sexual Harassment Complaint Officer: *Superintendent*  
Workplace Violence Prevention Officers: *Superintendent & Principal*  
Homeless Liaison: *Donna Dean*  
Pesticide Application Coordinator: *Russell Card*  
Funds Depository: *Community Bank, N.A., JP Morgan-Chase*  
HIPAA Privacy Officer: *Dorothy Iannello*  
School Tax Collector: *Dorothy Iannello*  
Authorized Credit Card: *Visa/Community Bank, N.A.*  
Attendance Clerk: *Front Desk Position*  
Independent Auditor: *D'Arcangelo & Co., LLP*  
Internal Claims Auditor: *Tom Connell*  
Payroll Certification: *Superintendent*  
DASA Coordinator: *Lisa Ruland & Jillian Parascandola*  
BOE Regular Meeting Dates: *See attached schedule*  
Newspapers: *(Norwich) Evening Sun & (Oneonta) Daily Star*  
Legislative Liaison: *BOE Vice President*  
Bonding \$1,000,000: *District Treasurer, Deputy Treasurer*  
Student Accounts Central Treasurer: *Donna Dean*  
Mileage Rate: *Current IRS standard rate*  
Budget Transfers up to \$10,000: *Superintendent*  
Student Suspensions: *Heather Wilcox*  
Tutoring Stipend: *\$29.03 per hour*  
Teaching Substitutes: *Certified - \$130.00/day*  
*Uncertified - \$115.00/day*  
*Retired from GMU- \$140.00/day*  
Fully Certified Long-Term Teacher: *\$165.00/day*  
Non-Certified Long-Term Teacher: *\$140.00/day*  
Substitute Support Staff: *Minimum Wage*  
Substitute Secretary (over 10 consecutive days): *Minimum Wage*  
Substitute Health Aide with Certification: *\$115.00/day*  
Substitute Registered Nurse: *\$25.00/hour*

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Substitute Bus Driver: \$37.50/run  
Substitute Bus Monitor: *Minimum Wage*  
Substitute Cleaner Rate: *Minimum Wage*  
Summer Instructional Pay: \$29.03/hour  
Election Officials' Stipend: \$160.00/day  
Records Management Officer: *Donna Dean*  
Data Protection Officer: *Eric Voorhees*  
Hearing Officer: *BOE President*  
Audit Committee: *Board Members*  
Financial Advisor: *Fiscal Advisors and Marketing, Inc.*  
Bond Council: *Orrick, Herrington & Sutcliffe, LLP.*  
Title IX/Section 504 Compliance Officer: *Heather Wilcox*  
Human Rights Officer: *Superintendent*  
Internal Claims Auditor: \$17.00/hour  
MOH Workers' Compensation Board Representative: *Annette Hammond, Dorothy Iannello*

Designation of DCMO BOCES to act as the Advisory Council for  
GMU Career and Technical Education 2024-2025.

Approve Federal and State Programs: Title I, Title II A, Title IV, IDEA  
Part B, Section 611, Section 619, REAP, National School Lunch,  
National School Breakfast and Surplus Food, Universal Pre-K (UPK),  
No Kid Hungry, ARP ESSER.

**RESOLVED:** Upon the recommendation of the Superintendent of  
Schools, that this Board does hereby authorize the Superintendent of  
Schools to hire and approve payroll for employees between board  
meetings. Final approval of employment will be at the next regularly  
scheduled board meeting.

**RESOLVED:** Upon the recommendation of the Superintendent of  
Schools, that this Board does hereby authorize the Board President  
and/or Deputy Treasurer to sign checks in the absence of the District  
Treasurer.

**RESOLVED:** Upon the recommendation of the Superintendent of  
Schools, that this Board does hereby authorize the Superintendent of  
Schools to enter into contracts for services on behalf of the  
Gilbertsville-Mount Upton Central School District.

**RESOLVED:** Upon the recommendation of the Superintendent of  
Schools, that this Board does and hereby agrees that the district shall  
provide legal counsel and indemnify to its members, officers, the  
superintendent of schools, and school building and district  
administrators against all uninsured financial loss arising out of any  
proceedings, claim, demand suit, judgment by reason of alleged  
negligence or other conduct resulting in bodily or other injury to any  
person or damage to the property of any person committed while said  
member, officer, superintendent, building administrator or district  
administrator is acting within the scope of his/her employment or at

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the direction of the Board of Education and in addition that this clause is continued in the employment contracts of the superintendent, school building and school district administrators.

**RESOLVED:** Upon the recommendation of the Superintendent of Schools, that this Board of Education of Gilbertsville-Mount Upton Central School District hereby adopts, in full, the coverage provided by Section 18 of the New York Public Officers Law. This coverage shall not supplant any existing protection and/or coverage provided by any other section of law but shall add to and supplement such existing coverage.

**RESOLVED:** Upon the recommendation of the Superintendent of Schools, that this Board hereby re-adopt Code of Ethics, Code of Conduct, and all existing Policies.

**RESOLVED:** Upon the recommendation of the Superintendent of Schools, the Board does hereby agree to retain NBT Insurance Agency LLC., (NBT) to broker the business and other insurance needs. The District, with the guidance of NBT, will periodically obtain insurance coverage carrier quotes to assure competitive pricing.

The re-organizational meeting adjourned at 6:05 p.m. on a motion by Barrows, seconded by Ostrander, and passed unanimously.

The regular meeting was called to order at 6:05 P.M. by President Pain.

The Superintendent and Principal provided the following Positive Highlights:

POSITIVE  
HIGHLIGHTS

- Finishing wrapping up the end of the school year.
- Successful graduation with 18 graduates and 1 honorary for the district's foreign exchange student. The class donated NYS and American flags to be mounted in the auditorium.
- This year we had a lot of parent involvement with events in the district.
- Thank you to Little Raiders softball team who painted a dugout in school colors of blue and gold.
- Construction is two days in – tomorrow they will finish digging up black top. There will be a transition to the small lot that will become the parent drop off/pick up location.
- Playground work has started
- The water tank was checked, and it appears to be in good condition.

The following guest addressed the board of education:

PUBLIC COMMENT

- Mark Seigers - cell phone use.

The Superintendent and District Clerk informed the board of the following:

INFORMATION FOR  
MEMBERS

- District-Wide Safety Plan Public Hearing will be on August 21, 2024 at 6:00pm, for the purpose of receiving any comments with respect to

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the plan for GMU.

-ELA & Math curriculums

The board discussed the following:

BOARD DISCUSSION

-Cell Phone Use – board members gave their approval for Superintendent to do more research.

Minutes from the 12 June 2024 meeting were unanimously approved on a motion by Talbot, seconded by Ostrander. For the motion seven, opposed none. Motion carried.

MINUTES

The proposed 02 July 2024 Regular Consent Agenda was unanimously adopted as amended on a motion by Barrows, seconded by Talbot. For the motion seven, opposed none. Motion carried.

AGENDA

Board Member Friedel made the motion, seconded by Board Member Barrows, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024 CSE/CPSE Consent Agenda. For the motion seven, opposed none. Motion carried.

CSE/CPSE CONSENT  
AGENDA

Board Member Talbot made the motion, seconded by Board Member Ostrander, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, Financial Consent Agenda as amended. For the motion seven, opposed none. Motion carried.

FINANCIAL CONSENT  
AGENDA

### **Surplus**

To declare outdated Illustrative Mathematics Student Workbooks and Teacher Guides as surplus to be disposed of accordingly.

To declare the Hobart Double Door Pass Through Cooler as surplus to be disposed of accordingly.

To declare six RealCare Baby Simulators as surplus to be disposed of accordingly.

### **Milk, Ice Cream, and Bread Bid**

To accept the bid of the following company to supply milk products for the 2024-2025 school year: Instant Whip Foods

To accept the bid of the following company to supply ice cream products for the 2024-2025 school year: Hershey's Ice Cream

To accept the bid of the following company to supply bread products for the 2024-2025 school year: Bimbo Bakeries USA.

### **Donation**

To accept high jump mats and standards from Andes Central School District.

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Board Member Barrows made the motion, seconded by Board Member Friedel, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, Personnel Consent Agenda as amended. For the motion seven, opposed none. Motion carried.

## PERSONNEL CONSENT AGENDA

### **Summer Tutors**

To appoint the following individuals as Summer School Tutors at the rate of \$29.03/hr., effective July 1, 2024 through August 16, 2024: Kimberly Burkhardt and Angela Babarovich.

### **Cleaner**

To appoint Mason Prentice as a full-time cleaner, effective June 25, 2024, pending fingerprint clearance. All benefits are per the CSEA contract.

### **Summer Helper**

To appoint Jenna Carpenter as a Summer Helper in the Technology department, effective July 1, 2024 through August 31, 2024, at a pay rate of \$15.00/hour.

### **Resignation**

To accept the resignation of Andrea Delmar, elementary teacher, effective August 31, 2024.

### **Fall Coaching Recommendations**

To appoint the following coaches for the 2024-2025 fall sports season:  
Girls' Varsity Soccer – Raquel Norton  
Girls' Modified Soccer – Bruce Zimmer

All coaches are pending the following requirements: first aid certification, CPR/AED certification, concussion certification, DASA certification, and fingerprint clearance.

### **Summer Food Service Helpers**

To appoint the following as Summer Food Service Helpers, effective July 1, 2024 through August 30, 2024, at their 2024-2025 contractual pay rate:  
Lisa Dibble, Stacey Barnes, Jillian Dickerson, and Andrew Sebeck

### **Sabbatical**

To approve one-half year sabbatical for Becky Acla, for the 2024-2025 school year, per all binding terms and conditions set forth in the GMUTA contract.

### **Summer Enrichment Staff**

To appoint the following individuals as Summer Enrichment Staff at the rate of \$20.77/hr., effective July 1, 2024 through August 30, 2024: Zea Beckwith, Shari Bennett, Cristina Crawford, Kaitlyn Woods, Rebecca Fuller, Amy Costello, Brittany Scheriff, Linda Dickey, Kaitlyn Fuller, Rebecca McMullen, Susan Phillippe, and Cameron

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Race.

To approve Lisa Ruland, as the Summer Enrichment Coordinator at the rate of \$1,000 stipend.

### **Summer School Staff**

To appoint Lori Heggenstaller as Virtual Summer School Staff at the rate of \$29.03/hr., effective July 1, 2024 through August 16, 2024:

### **Pre-K & Kindergarten Bridging Staff**

To appoint the following to the Pre-K & Kindergarten Bridging Staff at the rate of \$29.03/hour for August 28, 2024 through August 29, 2024:

Amanda Musson, Amy Costello, Kendra Harris, Kaitlyn Fuller, Lisa Macumber, Bethanie Weand, Linda Dickey, Rebecca Fuller, Mackenzie Talbot, Lauren Weidman, Lisa Ruland, Elisa Heggenstaller, Raquel Norton, Matthew Johnson, and Kelly Ingham (nursing hourly rate).

### **Annual Positions/Advisors**

To appoint the following as paid annual positions/advisors:

<b>POSITION</b>	<b>NAME</b>
<b>Class of 2025 (12<sup>th</sup> Grade)</b>	Lisa Ruland
<b>Class of 2026 (11<sup>th</sup> Grade)</b>	Katie Woods & Larisa Waghorn
<b>Class of 2027 (10<sup>th</sup> Grade)</b>	Raquel Norton
<b>Class of 2028 (9<sup>th</sup> Grade)</b>	Shania Speenburgh
<b>Class of 2029 (8<sup>th</sup> Grade)</b>	Linda Dickey
<b>Class of 2030 (7<sup>th</sup> Grade)</b>	Shania Speenburgh
<b>7-8 Student Council</b>	Kaitlyn Woods
<b>9-12 Student Council</b>	Shania Speenburgh
<b>Yearbook</b>	Zea Beckwith
<b>Mock Trial</b>	Raquel Norton
<b>SADD</b>	Jillian Parascandola
<b>Marching Band, Jazz Band, Pit Director</b>	William Gilchrest
<b>Color Guard</b>	Anne Monaco
<b>Theatre Club</b>	Jackie Turnbull
<b>Drama Club Director</b>	Anne Monaco & Jackie Turnbull
<b>Extra Choral</b>	Anne Monaco
<b>Musical Director</b>	Anne Monaco
<b>Junior Musical Director</b>	Anne Monaco
<b>Assistant Director/Choreographer</b>	Jackie Turnbull
<b>Leadership Club (former NJHS)</b>	Rebecca Fuller
<b>Elementary Student Council (Grades 4-6)</b>	Alicia Cummings
<b>Safety Patrol Advisor</b>	Shari Bennett
<b>Literacy Instructional Leader</b>	Lauren Weidman
<b>Athletic Director</b>	Greg Bonczkowski
<b>Auditorium Coordinator</b>	Gerrit Bakhuizen

<b>Graduation Coordinator</b>	Kristy Carey
<b>Gay Straight Alliance</b>	Ashley Hughes & Lisa Ruland

To appoint the following as non-paid annual positions/advisors:

**NON-PAID ANNUAL POSITIONS**

<b>Clay Raiders (Trapshooting Club)</b>	Larisa Waghorn
<b>Academic Team</b>	Danielle Rhone
<b>CFES Coordinator</b>	Lisa Ruland

**Mentors**

To appoint the following Mentors for the 2024-2025 school year:

Mark Seigers for Connor Ogborn (Mathematics Teacher)

Raquel Norton for Jillian Parascandola (School Counselor)

**Director of Special Education**

To appoint Annette Hammond as Director of Special Education for the 2024-2025 school year. effective July 1, 2024.

**RESOLVED:** Upon the recommendation of the Superintendent of Schools, per the required Commissioner's Regulations Part 200.3. that this Board does hereby appoint the following **CSE/CPSE** Committee Members for the 2024-2025 school year, effective July 1, 2024:

**CSE**

- CSE Director: Annette Hammond
- School Psychologist: Theresa Yantz
- Special Education Teacher
- Regular Education Teacher
- Parent Member: Refer to list (Only needed at parent request)
- Parent(s) of Guardian of the Student
- Other persons having knowledge or special expertise regarding the student, including related services personnel as appropriate, as the school district or parent(s) shall designate.
- If appropriate, the student

**CPSE**

- CPSE Director: Annette Hammond
- School Psychologist: Theresa Yantz
- Special Education Teacher
- Regular Education Teacher
- Parent Member: Refer to list (Only needed at parent request)
- Parent(s) of Guardian of the Student
- Other persons having knowledge or special expertise regarding the student, including related services personnel as appropriate, as the school district or parent(s) shall designate.
- For child in transition from Early Intervention programs and services, at the request of the parent, the appropriate professional designated by the agency that has been charged with the responsibility of the preschool child.
- A representative of the Municipality of the preschool child's



residence.

- **Chairpersons**

To appoint the following Chairpersons for the 2024-2025 school year:

Larissa Waghorn and Lori Heggenstaller, with a stipend of \$2,500 each.

- **Alternate Chairperson**

To approve the following Alternate Chairperson for the 2024-2025 school year:

Theresa Yantz, School Psychologist (unpaid); and Heather Wilcox Principal (unpaid).

**Elementary Teacher**

To appoint Alivia Bell as a full-time elementary teacher effective 01 September 2024, pending certification, beginning at Step 2 of the current GMUTA contract. Upon the recommendation of the Superintendent, the following probationary appointment is hereby made:

Name of appointee: Alivia Bell

Tenure area: Elementary Teacher

Date of commencement of probationary service: 01 September 2024

Expiration date of appointment: 30 June 2028

Certification Status: Childhood Education (grades 1-6), pending initial certification

**Summer Cleaner Workers**

To approve Mathew Walrod as a summer worker for the summer of 2024, pending paperwork submission. Compensation is set at minimum wage, 20 hours per week for 8 weeks. The program will run from July 1, 2024 through August 23, 2024.

Board Member Talbot made the motion, seconded by Board Member Ostrander, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, New Items Consent Agenda as amended. For the motion seven, opposed none. Motion carried.

NEW ITEMS  
CONSENT AGENDA

**Non-Resident Students**

To approve the following non-resident students for the 2024-2025 school year:

Peyton Norton, Grade 10; Lillian Perrine, Grade 11; Wilbur Barnes, Grade 5; Madelyn Jo Barnes, Grade 3; Justin Dickey, Grade 1; Myanna Dickey, Grade 12; Keenan Hoyt, Grade 8.

**School Resource Officer**

To approve the addendum with Upstate Security Consultants, LLC for the School Resource Officer for the 2024-2027 school years.

**Memorandum of Agreement**

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To approve the Memorandum of Agreement between the Gilbertsville-Mount Upton Central School and the CSEA regarding transportation runs for the 2024-2025 school year.

**Agreement between The Mary Imogene Bassett Hospital and Gilbertsville-Mount Upton Central School**

To approve the agreement between The Mary Imogene Bassett Hospital and Gilbertsville-Mount Upton Central School from July 1, 2024 through June 30, 2025.

**Sports Mergers**

To approve the following sports mergers for the 2024-2025 school year:

Boys' Varsity, JV, & Modified Soccer-GMU & Unadilla Valley.  
Varsity & Modified Cross Country-GMU & Unadilla Valley.  
Varsity & Modified Football-GMU & Unadilla Valley.  
Varsity Golf-GMU & Unadilla Valley.  
Varsity & JV Volleyball-GMU & Unadilla Valley.

**Capital Improvements Project Agreement**

To approve the capital improvements project agreement with Bylar Excavating, LLC., effective April 10, 2024.

The following guest addressed the board of education:  
-David Dickey – busing request

PUBLIC COMMENT

The board convened in executive session at 6:41 p.m. to discuss a particular person and personnel on a motion by Barrows, seconded by Talbot and passed unanimously.

EXECUTIVE SESSION

The board reconvened in open session at 7:15 p.m. p.m. on a motion by Talbot, seconded by Barrows and passed unanimously.

The meeting adjourned at 7:16 p.m. on a motion by Peck, seconded by Barnes, and passed unanimously.

ADJOURNMENT

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Donna Dean, District Clerk

# **Board of Education Meetings**

## **2024-2025**

*All meetings will begin at 6:00 p.m. unless otherwise noted*

Tuesday, July 2, 2024

Wednesday, August 21, 2024

Wednesday, September 11, 2024

Wednesday, October 23, 2024

Wednesday, November 13, 2024

Tuesday, December 10, 2024

Wednesday, January 15, 2025

Wednesday, February 12, 2025

Wednesday, March 12, 2025

Wednesday, April 16, 2025  
(BOCES VOTE)

Tuesday, May 13, 2025  
(Budget Hearing & Regular Meeting)

Tuesday, May 20, 2025  
(Budget Vote)

Wednesday, June 11, 2025



"It's the of Journey that counts"

# Gilbertsville-Mount Upton Central School District

## Committee on Special Education

TO: Board of Education

FROM: Larisa Waghorn, Special Education Chair  
Lori Heggenstaller, Special Education Chair

RE: June 26, 2024

The following were reviewed by the CPSE/CSE/504 Committees at the meetings of June 11th, June 20<sup>th</sup>, and June 21<sup>st</sup>, 2024. The CPSE/CSE/504 Committees recommendations regarding each student are set forth here. The tests, reports, or other information upon which the recommendations are based, and a summary of the discussions, deliberations, and rationale for the recommendations are available upon request.

We hope that this information assists the Board in preparing its agenda to review these recommendations. If there is any further information which may be needed regarding any of these recommendations, please let us know.



"It's the *Quality* of Journey that counts"

# Gilbertsville-Mount Upton Central School District

Main Office

June 17, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal/

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Surplus IM materials

I am requesting that we surplus the outdated Illustrative Mathematics student workbooks and teacher guides that are listed below. The district has upgraded to IM360 curriculum and we are receiving new materials for the 2024-2025 school year. Thank you for your consideration. Please let me know if you have questions.

Sincerely,

Heather Wilcox  
Principal

IM Materials to be excessed:

k	<p>Workbooks:</p> <p>Unit 1- 31</p> <p>Unit 2- 32</p> <p>Unit 3- 3</p> <p>Unit 4-14</p> <p>Unit 5- 14</p> <p>Unit 7-31</p> <p>Unit 8-15</p> <p>Teacher Guides: one for each unit span above</p>
1	<p>Workbooks:</p> <p>Units 1-2: 16</p> <p>Units 3-4: 18</p> <p>Units 5-6: 17</p> <p>Units 7-8: 61</p> <p>Teacher Guides:</p> <p>Units 1-2: 2</p> <p>Units 3-4: 2</p> <p>Units 5-6: 2</p> <p>Units 7-8: 2</p> <p>Teacher Resource guide: 2</p>
2	<p>Units 1-2</p> <ul style="list-style-type: none"> <li>• Teacher guide</li> <li>• Resource guide (2)</li> <li>• resource copy</li> <li>• Workbooks (16)</li> </ul> <p>Units 3-4</p> <ul style="list-style-type: none"> <li>• Teacher guide</li> <li>• Resource copy</li> <li>• Workbooks (1)</li> </ul> <p>Units 5-6</p> <ul style="list-style-type: none"> <li>• Teacher guide</li> <li>• Resource copy</li> <li>• Workbooks (16)</li> </ul> <p>Units 7-9</p> <ul style="list-style-type: none"> <li>• Resource copy</li> <li>• Workbooks (26) (14 with names on them)</li> </ul>
3	21 student workbooks Units 7/8

	21 student workbooks Units 5/6 13 student workbooks Units 1/2 18 student workbooks Units $\frac{3}{4}$  2 sets each of Teacher Resource Masters for units 1/2, 3/4, 5/6 and 7/8  One Teacher Guide for units 1/2 One Teacher Guide for units 3/4 One teacher Guide for units 5/6 One teacher Guide for units 7/8
4	No response 6/17
5	Units 1-2: 16 Units 3-4: 11 Units 5-6: 21 Units 7-8: 23  Teacher guides for all Units
6	Units 1-3: 11 Units 4-6: 21 Units 7-9: 16



*"It's the Quality of Journey that counts"*

# **Gilbertsville-Mount Upton Central School District**

Susan Sebeck, School Food Service Manager

To: Annette Hammond

Re: Double Door Pass Through Cooler

From: Susan Sebeck, Cafeteria Manager

Date: June 25, 2024

I would like to declare the Hobart Double Door Pass Through Cooler as excess.

The Hobart Pass through Cooler: Serial # 321011118

GMU Inventory # 00524

If you need any further information, please let me know.

Thank you,

Susan Sebeck





*"It's the Journey of Journey that counts"*

## **Gilbertsville-Mount Upton Central School District**

Susan Sebeck School  
*School Food Service Manager*

To: Annette Hammond

Re: Bid Awards

From: Susan Sebeck

Date: June 24, 2024

I am writing to inform you that I had BOCES award our Bread, Milk and Ice Cream Bids  
At their meeting.

Bread----Bimbo

Milk----Instantwhip Foods

Ice Cream----Hershey Ice Cream

Thank you,

Susan Sebeck



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# Gilbertsville-Mount Upton Central School District

Main Office

June 28, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal/

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Surplus infant simulator

I am requesting that we surplus six infant simulators that were used in health class as part of the reproduction and sex education lessons. The district purchased the RealCare Baby Infant Simulators over 20 years ago. All six of the simulators are malfunctioning and no longer work. Thank you for your consideration. Please let me know if you have questions.

Sincerely,

Heather Wilcox  
Principal



*"It's the Quality of Journey that counts"*

# Gilbertsville-Mount Upton Central School District

Main Office

June 17, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal/

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Summer tutor

I am recommending that Ms. Kimberly Burkhardt and Ms. Angela Barbarovich be appointed as summer tutors beginning on July 1, 2024. They will be working with a student to provide extended school year services per the student's Individual Education Plan (IEP). Compensation will be the contractual tutoring rate per the GMUTA contract.

Sincerely,

Heather Wilcox  
Principal

To: Board of Education

From: Russell Card  
Buildings & Grounds

Date: June 7, 2024

Subject: Cleaner Position

I am recommending Mason Prentice for the position of cleaner at Gilbertsville-Mount Upton School, effective June 25, 2024. The position was advertised, and candidates were selected for interviewing. The field of candidates was narrowed down. A second interview was held with the maintenance department and reference checks were made. A recommendation was made and accepted by the interview team.

#### References

Donna Ford  
chef

Rachael Ryan  
Teacher  
DMOC Boces

Susen Sebeck  
Food Service Manager  
GMUCSD



*"It's the Quality of Journey that counts"*

# Gilbertsville-Mount Upton Central School District

Eric Voorhees, Technology Director/CIO/DPO

## MEMORANDUM

**From:** Eric D. Voorhees  
**To:** Annette Hammond, Superintendent  
**CC:** Donna Dean, Administrative Assistant to the Superintendent  
**Date:** May 1, 2024  
**RE:** Recommendation for Summer technology assistance

Annette:

This memo constitutes my formal recommendation of Jenna Carpenter to assist the technology department for the Summer of 2024.

Jenna has been a student in the district and I feel has demonstrated a care for the district's computer technology, and the capacity to maintain confidentiality such as that needed when working with passwords used by the technology department.

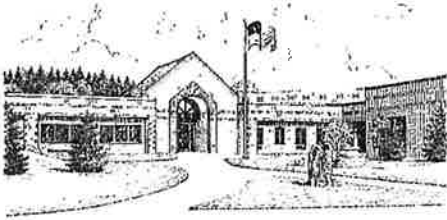
The position is on an as needed basis at the current minimum wage. I have added \$5,500 to the 2024-25 technology department budget for this purpose.

My expected start date for her is on or about July 1, 2024.

Thank you for your consideration.

Respectfully submitted,

Eric D. Voorhees



# Gilbertsville-Mount Upton Central School

693 State Highway 51 Gilbertsville, New York 13776-1104

Phone: (607) 783-2207, Ext. 124

Fax (607) 783-2254


gbonczkowski@gmucsd.org

**Greg Bonczkowski**

Athletic Coordinator

---

**TO:** Gilbertsville – Mount Upton Central School Board of Education  
Annette Hammond, Superintendent

**FROM:** Greg Bonczkowski, Athletic Coordinator 

**DATE:** June 24, 2024

**SUBJECT:** 2024 COACHING RECOMMENDATIONS (FALL SPORTS SEASON)

As the Athletic Coordinator at Gilbertsville – Mount Upton Central School, I would like to recommend the following coaches for the 2024 Fall Sports Season:

**Fall Sports Season:**

Girl's Varsity Soccer – Raquel Norton  
Girl's Modified Soccer – Bruce Zimmer

^ At this time we plan on merging with Unadilla Valley for Varsity, JV, & Modified Boy's Soccer.

\* Pending the following requirements:

- First Aid Certification
- CPR/AED Certification
- Concussion Certification
- DASA Certification
- Fingerprint Clearance

If you have any questions or concerns, please feel free to contact me.  
Thank you for your attention to this matter.



## **GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL**

693 State Highway 51 • Gilbertsville, New York 13776-1104

Phone (607) 783-2207 • Fax: (607) 783-2254

To: Annette Hammond

Re: Summer Cafeteria Workers

From: Susan Sebeck, Cafeteria Manager

Date: June 24, 2024

I am recommending the following individuals be appointed as Summer Cafeteria Workers to help prepare for our summer feedings:

Lisa Dibble

Stacey Barnes

Jillian Dickerson

Andrew Sebeck



*"It's the Quality of Journey that counts"*

# Gilbertsville-Mount Upton Central School District

Main Office

June 26, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Summer Positions Recommendations

Please consider accepting the following recommendations for summer staff for Bridging and Summer Enrichment programs.

Sincerely,

Heather Wilcox  
Principal



**Pre-K & Kindergarten Bridging Staff** (bridging rate of \$29.03/hr)  
August 28-29, 2024

Amanda Musson
Amy Costello
Kendra Harris
Kaitlyn Fuller
Lisa Macumber
Bethanie Weand
Linda Dickey
Rebecca Fuller
Mackenzie Talbot
Lauren Weidman
Lisa Ruland
Elisa Heggenstaller
Raquel Norton
Matt Johnson
Kelly Ingham (nursing hourly rate)

**Summer Enrichment Staff** (chaperone rate of pay \$20.77/hr)  
Field Trips: July 24, July 31, August 7

Summer Enrichment Coordinator – Lisa Ruland (\$1,000)
Zea Beckwith
Amy Costello
Katie Woods
Cristina Crawford
Shari Bennett
Rebecca Fuller
Linda Dickey
Kaitlyn Fuller
Brittany Scheriff
Rebecca McMullen
Susan Phillippe
Cameron Race

**Virtual Summer School Staff** (tutoring rate of pay \$29.03/hr)  
July 8 – August 16, 2024

Lori Heggenstaller
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*"It's the Quality of Journey that counts"*

# Gilbertsville-Mount Upton Central School District

Main Office

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

June 26, 2024

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Annual Positions Recommendations

Please consider accepting the following recommendations for the annual positions.

Sincerely,

Heather Wilcox  
Principal

**PAID ANNUAL POSITIONS (stipends)**

<b>POSITION</b>	<b>NAME</b>
<b>Class of 2025 (12<sup>th</sup> Grade)</b>	Lisa Ruland
<b>Class of 2026 (11<sup>th</sup> Grade)</b>	Katie Woods & Larisa Waghorn
<b>Class of 2027 (10<sup>th</sup> Grade)</b>	Raquel Norton
<b>Class of 2028 (9<sup>th</sup> Grade)</b>	Shania Speenburgh
<b>Class of 2029 (8<sup>th</sup> Grade)</b>	Linda Dickey
<b>Class of 2030 (7<sup>th</sup> Grade)</b>	Shania Speenburgh
<b>7-8 Student Council</b>	Kaitlyn Woods
<b>9-12 Student Council</b>	Shania Speenburgh
<b>Yearbook</b>	Zea Beckwith
<b>Mock Trial</b>	Raquel Norton
<b>SADD</b>	Jillian Parascondola
<b>Marching Band, Jazz Band, Pit Director</b>	William Gilcrest
<b>Color Guard</b>	Anne Monaco
<b>Theatre Club</b>	Jackie Turnbull
<b>Drama Club Director</b>	Anne Monaco & Jackie Turnbull
<b>Extra Choral</b>	Anne Monaco
<b>Musical Director</b>	Anne Monaco
<b>Junior Musical Director</b>	Anne Monaco
<b>Assistant Director/Choreographer</b>	Jackie Turnbull
<b>Leadership Club (former NJHS)</b>	Rebecca Fuller
<b>Elementary Student Council (Grades 4-6)</b>	Alicia Cummings
<b>Safety Patrol Advisor</b>	Shari Bennett
<b>Literacy Instructional Leader</b>	Lauren Weidman
<b>Athletic Director</b>	Greg Bonczkowski
<b>Auditorium Coordinator</b>	Gerrit Bakhuizen
<b>Alternate Chairperson</b>	Terri Yantz
<b>Graduation Coordinator</b>	Kristy Carey
<b>Gay Straight Alliance</b>	Ashley Hughes & Lisa Ruland
<b>National Honor Society</b>	TBD

**NON-PAID ANNUAL POSITIONS**

<b>Clay Raiders (Trapshooting Club)</b>	Larisa Waghorn
<b>Academic Team</b>	Danielle Rhone
<b>CFES Coordinator</b>	Lisa Ruland



"It's the *Quality* of Journey that counts"

# Gilbertsville-Mount Upton Central School District

Main Office

June 26, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal/  
CSE Chairperson

**Kevin Walsh**  
Assistant Principal

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Mentor Recommendations

Please consider accepting the following recommendations as mentors for our new hires.

New Hires	Mentors
Jillian Parascondola	Raquel Norton
Connor Ogborn	Mark Seigers

Sincerely,

Heather Wilcox  
Principal



"It's the *Quality* of Journey that counts"

# Gilbertsville-Mount Upton Central School District

Main Office

June 28, 2024

**Annette D. Hammond**  
Superintendent

**Heather Wilcox**  
Principal

**Kristy Carey**  
Main Office  
Administrative Assistant  
Registrar

**Deb Ostrander**  
Front Desk Clerk

**Issy Clapp**  
Student Support Services  
Administrative Assistant

**Lisa Ruland**  
School Counselor

**Lauren Roberts**  
School Counselor

To: Annette Hammond, Superintendent  
CC: Board of Education  
From: Heather Wilcox  
Re: Elementary Teacher recommendation

I am recommending that Ms. Alivia Bell be appointed as an elementary general education teacher beginning on September 1, 2024. Alivia has successfully completed her student teaching experience in 1<sup>st</sup> grade here at Gilbertsville-Mount Upton and has become a positive member of our school community. She attended SUNY Oneonta majoring Childhood education and applied for 1<sup>st</sup>-6<sup>th</sup> NYS teaching certification.

It was almost immediate that Alivia was accepted by our school community. Students were strongly connected with her from day one and were distraught when her student teaching placement was ending. Her teaching skills come very natural. She collaborates with peers, seeks and implements feedback, remains positive, is flexible and caring.

During informal observations, Alivia was proficient at differentiation, setting high learning expectations for students, engaging students, and evaluating their learning. Building relationships, even with the most diverse students, was an obvious strength for her.

I am confident that Ms. Alivia Bell has the dedication, compassion, enthusiasm, and potential needed to become a successful teacher here at GMU, as well as to support the students' social and emotional needs. She has received very positive feedback from her cooperating teachers and other colleagues that she has worked with and should smoothly transition into a full-time teaching role here. Please let me know if you have any questions.

Sincerely,

Heather Wilcox  
Principal

To: Board of Education  
Annette Hammond  
Dorothy Iannello

Date: June 5, 2023

From: Russell Card

Re: Summer Help

The following students have applied for summer work with the  
Maintenance Department

Mathew Walrod

They will work for eight weeks, twenty hours per week at minimum wage.  
The program will run from July 1, 2024 – August 23, 2024. They would  
be cleaning lockers, desks and chairs, painting and doing light grounds  
work.

I have requested that they fill out an employment application and have  
working papers. They will fill out a W-4, I-9, IT-2104 with the Business  
Office, pending board approval on their first day of work.



"It's the Quality of Journey that counts"

# Gilbertsville-Mount Upton Central School District

Office of the Superintendent

**Annette D. Hammond**  
Superintendent

**Donna Dean**  
District Clerk/  
Administrative Assistant  
to the Superintendent

**Heather Wilcox**  
Principal

**Dorothy Iannello**  
District Treasurer

**Harold Ives**  
Transportation Supervisor

**Russell Card**  
Buildings and Grounds  
Supervisor

**Susan Sebeck**  
Food Service Manager

**Eric Voorhees**  
Technology Director/  
CIO

To: GMU Board of Education  
Annette Hammond, Superintendent

From: Donna Dean 

Date: June 27, 2024

Re: Non-Resident Students for 2024-2025

The following non-resident students need to be approved for the 2024-2025 school year:

Peyton Norton	Grade: 10
Lillian Perrine	Grade: 11
Wilbur Barnes	Grade: 5
Madelyn Jo Barnes	Grade: 3
Justin Dickey	Grade: 1
Myanna Dickey	Grade: 12
Keenan Hoyt	Grade: 8

# **MEMORANDUM OF AGREEMENT**

**Gilbertsville-Mount Upton Central School District  
and  
CSEA, LOCAL 1000 AFSCME, AFL-CIO  
LOCAL 839 Unit 8108**

**This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Gilbertsville-Mount Upton Central School District (hereinafter “Employer”) and the Civil Service Employees Association (hereinafter “Union”)**

**WHEREAS**, The Gilbertsville-Mount Upton Central School District and the CSEA are parties to a Collective Bargaining Agreement in full effect from July 1, 2022 to June 30, 2025; and

**WHEREAS**, the Employer and the Union have mutually desired a clarification and modification to the contract for an applicable time period; and

**WHEREAS**, the District and the Union mutually agree to the following clarification and modifications:

**NOW, THEREFORE**, it is hereby agreed by and between the parties as follows:

**Extra Trip Assignment:**

- 1) Extra trips are defined as sports trips, field trips, and extra-curricular trips.
- 2) Extra trip assignments are voluntarily assigned to a driver who requests that his or her name be added to the trip list. An opportunity will be provided to sign up for the extra trips at the annual fall drivers meeting. Drivers can join or exit the trip list at any point during the school year starting with the next rotation of assignments. Extra trips will be distributed using a seniority rotation basis per the collective bargaining Agreement between the Employer and the Union.
- 3) Acceptance or declination of a trip assignment must be made within 48 Hours of the assignment of the trip. A driver may ask his/her supervisor for an extension to the deadline, extensions are at the discretion of the supervisor. If no decision is made by the eligible driver, the trip will be assigned to the next eligible driver in rotation.
- 4) Every attempt will be made to keep the trip sheet updated. When a trip is declined, there shall be no delay in that trip becoming available to the next driver in rotation.
- 5) As a condition of employment, each driver will be required to drive extra runs as assigned by the district. This will be on a fair and equitable basis and done by seniority.
- 6) Any trip declined by all drivers can be filled by a substitute driver. If no one is available, a second canvassing of all drivers shall be processed by the supervisor to ensure the trip can be successfully carried out.

**Assignment of regular Runs:**

- 1) A standard AM/PM or 1st/2nd run is described as a Daily Home to School and School to Home run. AM/PM runs are bid together as a single run. These runs are distributed and chosen on a seniority basis



per the collective bargaining agreement between the employer and the union. These runs are not rebid yearly unless a major change in the run occurs or a driver with seniority wants to switch to a run of someone with less seniority. In no case can a driver switch to a run already chosen by a driver that has more seniority.

2) A regular 3rd run is described as a run that occurs daily e.g., School to BOCES, BOCES to school, School to school and afterschool transportation. 3rd runs are rebid yearly. 3rd runs will be distributed by seniority per the collective bargaining agreement between the employer and the union. 3rd runs will be distributed and chosen at the annual fall drivers meeting at the beginning of the school year. In the event that all drivers that wish to have a 3rd run have selected their run and runs still remain open, those runs will be divided among all available drivers on a rotating weekly basis per seniority.

If a new 3rd or existing run becomes available after the annual fall drivers meeting, a new drivers meeting must be called, and the run shall be put up to bid by all drivers.

3) When a new Full-Time driver is hired by the district Mid-year that driver would only be eligible for an open standard AM/PM run. If there is an available 3rd run the new driver may be offered that as their 3rd run. A run that is being rotated weekly may be considered as an available run.

4) The transportation supervisor has the option to create a temporary run e.g., a fall only sports run or one on one transportation outside of the district. When a temporary run is created it will be distributed among interested drivers on a seniority basis daily or weekly depending on the duration of the temporary run.

5) In the case a driver retires or permanently leaves the district during the year a driver meeting must be called to rebid the open AM/PM run and 3rd run. Any driver starting with highest seniority will have the option to bid on and switch to one of the available runs.

6) In the event a driver's run ceases to exist that driver will have the option to "bump" switch to someone else's run with less seniority.

It is understood that this agreement shall sunset, expire, and cease to exist as of June 30, 2025, unless otherwise modified or extended in writing by the parties.

This MOA is subject to approval by the Board of Education of the Gilbertsville-Mount Upton Central School District.

**GILBERTSVILLE-MOUNT UPTON  
CENTRAL SCHOOL DISTRICT**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Annette Hammond  
Superintendent of Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
Daryl O'Connor  
Labor Relations Specialist

Date: \_\_\_\_\_

\_\_\_\_\_  
Aaron Bower  
Unit President

Date: \_\_\_\_\_



# Bassett Healthcare Network Bassett Medical Center

## AGREEMENT BETWEEN BASSETT MEDICAL CENTER AND GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL

**THIS AGREEMENT** ("Agreement") made on June 20, 2024, between **GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT** (the "School"), having its principal place of business located at 693 State Highway 51 Gilbertsville, NY 13776, Gilbertsville-Mount Upton and **THE MARY IMOGENE BASSETT HOSPITAL d/b/a BASSETT MEDICAL CENTER** ("MIBH"), having its principal office located at One Atwell Road, Cooperstown, New York 13326-1394.

**WHEREAS**, the School wishes to retain MIBH for the purposes of operating their school-based health service in accordance to the New York State Department of Health Principals and Guidelines called Gilbertsville-Mount Upton School-Based Health Center (SBHC).

**WHEREAS**, MIBH in turn desires to provide such services.

**NOW, THEREFORE**, the parties hereto agree as follows:

- A. MIBH will designate the Manager(s) of School-Based Health of the Department of Pediatrics (the "MIBH Employee(s)") to coordinate the services with the School. MIBH's Department of Pediatrics will manage and operate the School-Based Health Center. With specific services provided as follows:
- ❖ An Advance Practice Clinician (APC) who will provide comprehensive primary care services to students enrolled in the SBHC. The APC will see unenrolled students as needed when requested by the school for New York State Education required health services.
  - ❖ A collaborating physician for the nurse practitioner and a Medical Director for the program. Collaborating physician services will include:
    - Regular on-site visits, while school is in session, for clinical quality review of charts, specific case consultation, discussion of medical treatment protocols, review of program policies as needed, and other school health issues.
    - Daily phone access for telephone consultation.
    - Telemedicine care as appropriate with specialist, sub specialist and primary care provider.
  - ❖ Will serve as the school Medical Director for all student related needs and services.
  - ❖ A Mental Health Clinician to provide mental health service to students in the SBHC program.
  - ❖ A dental hygienist to provide preventative dental health services.
  - ❖ Office support staff for the SBHC. Primary work responsibilities will be: medical record management, billing related activities, general office support for the school-based health center providers, data entry/database management for NYSDOH (New York State Department of Health) required tracking programs, scheduling of patients, call students from class and facilitating SBHC enrollment and outreach.

- ❖ The school-based health management team to oversee coordination of the day-to-day operation of service.
- ❖ Regular on-site visits by MIBH Laboratory staff for quality assurance and compliance reviews of on-site waived laboratory testing at the SBHC. Laboratory staff will provide training to new and existing staff on laboratory policies, procedures and new instrumentation. Laboratory coordinator will act as a consultant on all laboratory related matters.
- ❖ Credentialing of the nurse practitioner or physician assistant. Credentialing includes licensure, privileging, continuing medical education requirements, employee health standards and risk management.
- ❖ The nurse practitioner or physician assistant will be a member of MIBH's School-Based Health Center Provider group facilitated by the SBHC Co-Medical Directors.
- ❖ The ADVANCED PRACTICE CLINICIAN will be able to attend all MIBH-sponsored CME, with the standing of a MIBH employee.
- ❖ Provide third party billing services for students with insurance coverage. This includes enrollment of the ADVANCED PRACTICE CLINICIAN with all applicable third party payers. Collection of insurance information and demographic information for billing, registration, coding, batching, charge entry and submission of claims to third party payers. Balance billing or collection of co-payments will not be performed for services billed and provided through the School-Based Health Center.
- ❖ MIBH will be available to provide primary care services for students enrolled in the SBHC program after school hours and when the school is not in session, or for children referred by the nurse practitioner at the initiative or request of the patient. Parents may elect to receive these services from any medical providers of their choosing. For services rendered at a Bassett-owned facility, MIBH will bill for the care provided based on its own fees and charges.
- ❖ Will assist with public relations in support of the program and periodic feedback to the community.
- ❖ Will designate personnel to serve on GILBERTSVILLE-MOUNT UPTON SBHC Community Advisory Committee.
- ❖ Will provide all necessary office, medical and laboratory supplies and equipment to operate the program.
- ❖ Will ensure SBHC staff comply with the fingerprinting requirements set forth in Part 87 of the Regulations of the Commissioner of Education if required by the school district.

B. The School agrees to provide:

- ❖ Security or background investigation of SBHC staff above and beyond that provided by MIBH, including fingerprinting at its expense.
- ❖ Provide the SBHC with electronic mailing list for SBHC mailings of student population within 10 days of the request and as requested.

- ❖ Adequate space to accommodate a private examination and counseling area, office areas for the mental health worker, medical office assistant, dental hygienist and nurse practitioner and nurse and lab area and access to a bathroom. Room temperatures will be maintained between 60-80 degrees Fahrenheit.
- ❖ Support and collaboration of School Nurse(s) who will assist with triage and referral to the SBHC, scheduling of school mandated annual examinations and monitoring of immunizations.
- ❖ Provide SBHC access to workspace during non-school hours such as early morning, late afternoons and summer for alternative SBHC clinic hours.
- ❖ A private phone line and monthly maintenance, for the advanced practice clinician.
- ❖ A private phone line and monthly maintenance, for the mental health worker.
- ❖ A private phone line and monthly maintenance, main SBHC line-located at the Ambulatory Office Assistant's work area.
- ❖ Dedicated Direct Inward Dial (DID) phone line and monthly maintenance of Fax connection.
- ❖ Internal phone line used to call students to the SBHC.
- ❖ Dedicated cabling from the network closet(s) to all needed locations Category 6 or higher for all new drops. Locations that are greater than 100 meters can use fiber or internal VLANs on the school's network.
- ❖ Dedicated power outlet where Bassett's network gear is located.
- ❖ Installation of network drops as needed.
- ❖ Easy access to the network closets (name and contact number to obtain access).
- ❖ Provide utilities, regular trash removal, cleaning and maintenance of the space, at its expense.
- ❖ Installation of minor equipment as requested involving work associated with school walls/property -- i.e., hanging of bulletin boards, eyewash stations, etc.
- ❖ Reconstruction projects – work with SBHC Operations Manager planning to completion of reconstruction projects.
- ❖ Daily cleaning of the SBHC Suite during the school year.
- ❖ Coordinate summer cleaning with the SBHC Team and Operations Manager to correspond with dates the SBHC is open in the summer and to be completed by the first day of Fall Athletic practices in August.
- ❖ Access to school email system for school wide communications.
- ❖ Access to student scheduling system.
- ❖ Provide certificate of annual inspection of fire alarm systems to the SBHC Operations Manager.
- ❖ Will support the efforts and mission of the school-based health center and will assist with communicating with school staff, families, students and community at large.

- ❖ Provide support for school staff compliance with the rules and regulations of the Department of Health and specifically with regard to the confidentiality of medical records. The School-Based Health Center staff will maintain the medical record, which will be the property of MIBH.
  - ❖ Designate school personnel to serve on the GILBERTSVILLE-MOUNT UPTON SBHC Community Advisory Committee.
- C. This Agreement in no way establishes an agency relationship between the School and MIBH. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts or omissions of the other party.
- D. This Agreement shall be in effect from July 1, 2024 through June 30, 2026. This Agreement shall terminate immediately if either party fails to maintain in good standing its licensure, certification or accreditation. Such party shall immediately notify the other party in writing.
- E. The School shall hold harmless and indemnify and its agents, employees, officers, directors and trustees (each, an "indemnitee") from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including attorneys' fees, in connection with any such loss, damage, liability, claim or action of any nature, that MIBH suffers arising by reason of any act or omission on the part of the School or its agents, employees, officers, directors or trustees in connection with this Agreement to the extent that such losses, damages, liabilities or claims are not due solely to the acts or omissions of MIBH, its agents, employees, officers, directors or trustees.

The indemnitee shall promptly notify the indemnitor in writing of any claim against it with respect to which indemnity will be sought hereunder. Untimely notice will affect the indemnitors obligations only to the extent it has been prejudiced. Upon unconditionally assuming the obligation to indemnify, the indemnitor shall be entitled to assume the defense of such claim with counsel reasonably acceptable to the indemnitee, following which the indemnitor will be liable to the indemnitee for any legal or other expenses incurred without the indemnitor's consent. No right to indemnity shall exist for a claim settled without the written consent of the indemnitor. This paragraph shall survive any termination of this agreement for any reason. Notwithstanding anything in the previous paragraph to the contrary, Bassett will indemnify the School, its agents, employees, officers, directors and trustees from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including attorneys' fees in connection with any such loss, damage, liability, claim or action, that the School suffers to the extent it arises solely out of any act or omission of MIBH, its agents, employees, officers, directors and trustees in connection with this Agreement constituting or claimed to constitute professional malpractice.

- F. Each party shall maintain comprehensive liability insurance and additional malpractice insurance coverage for any of its professional employees involved in the provision of health care under this agreement. The coverage shall be in the form of a self-insurance program or in the form of a policy and must be acceptable to both parties. The limits shall be as follows:
- a. Commercial General Liability insurance with limits of insurance of not less than \$1,000,000 Each Occurrence, \$3,000,000 Products - Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$1,000,000 Damage to Premises Rented to You, \$5,000 Medical Expense (any one person) and \$3,000,000 General Annual Aggregate. Commercial General Liability coverage shall cover liability arising from premises, ongoing operations, independent contractors, products-completed operations, and personal and advertising injury. The School, shall be named as additional insureds on the Commercial General Liability coverage. Coverage for the additional insureds shall be as broad as the coverage provided for MIBH. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- b. Commercial Umbrella insurance with limits at least \$5,000,000 and providing coverage over all underlying policies. The Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Workers Compensation and Employers Liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
  - d. MIBH shall waive all rights against The School and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above and where permitted by law.
  - e. Copies of all certificates of insurance shall be provided to the School by MIBH on an annual basis.
- G. This is the entire Agreement between the parties with respect to the subject matter hereof. The terms of this Agreement supersede any and all written and oral representations previously made. There shall be no oral modifications of this Agreement and any modification or amendment of the terms of this Agreement shall not be binding unless executed in writing by the parties hereto.
- H. Neither party shall have the right to assign its rights or obligations hereunder without the written consent of the other.
- I. The performance by each party of its services, obligations or duties pursuant to this Agreement shall comply with all pertinent provisions of Title 10, Chapter V of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- Notwithstanding any other provisions in this Agreement, (the parties hereto or MIBH and the School, as appropriate) remain(s) responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.
- J. The parties' rights and duties under this Agreement shall be governed by the law of the State of New York.
- K. This Agreement may be terminated by either party by notice in writing of termination delivered personally or sent by registered mail addressed to the other party at its then principal office. Such notice shall be so delivered or mailed at least 90 days prior to the intended termination date.
- L. Those records in possession of the Gilbertsville-Mount Upton Central School are governed by the Family Educational Rights and Privacy Act. Those records in possession of MIBH are subject to any applicable medical record confidentiality provisions of the New York State Public Health Law, Mental Hygiene Law, federal regulations on drug and alcohol abuse records, or the federal HIPAA privacy rules.
- M. Section 2-c and 2-d of the New York State Education Law require that third party contractors comply with the parents' Bill of Rights and ensure privacy of any personally identifiable data shared under this contract. Contractor agrees to comply in every respect with all applicable provisions of section 2-c and 2-d of the NYS Education Law and any subsequently promulgated rules, regulations or laws regarding the same. Contractor has read the Parent's Bill of Rights and has read the District's Student Records Policy and agrees to fully comply with both including any amendments. The District will notify Contractor of any significant changes to either policy.
- N. MIBH represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program. In the event that MIBH or one of its employees is excluded from participation or becomes otherwise

ineligible to participate in any such program during the term of this agreement, MIBH agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be signed by their duly authorized officers as of the day and year first written above.

**GILBERTSVILLE-MOUNT UPTON  
CENTRAL SCHOOL**

Annette Hammond  
District Superintendent

Date

**THE MARY IMOGENE BASSETT HOSPITAL  
D/B/A BASSETT MEDICAL CENTER**

By: Deanna Charles  
4049D3A190ED4CB...

Name: Deanna Charles

Title: SVP, Chief Ambulatory & Transformation Officer

Date: 6/20/2024

Federal Tax ID: 15-6002189C

SECTION IV MERGER COMMITTEE

## Application for Merger of Schools for Athletic Activity

This application form must:

- (A) Be completed by each school involved in the sport described.  
 (B) Be reviewed and approved by the athletic league involved.  
 (C) Be submitted to the Section IV Merger Committee after A and B have been resolved.

**A separate application must be submitted for each activity. Requests should be for a one-year period of time only.**

School District

Gilbertsville-Mount Upton Central School

Address of School Involved

693 State Highway 51  
Gilbertsville, NY 13776

Athletic Director of School Involved

Greg Bonczkowski

Phone Number

(607) 783-2207 ext. 318

Other School(s) Involved

Unadilla Valley Central School

Sport to be considered

Soccer (Boy's)

Level(s) being merged (X LEVELS):



VARSITY



JV



MODIFIED

School Year

2024-2025

Describe conditions which prompted your school to request or support a merger--provide all appropriate rationale which will assist the league and merger committee in reaching a decision considered most beneficial to all:

To allow both schools the opportunity to compete in the sport of Boy's Soccer during the Fall Sports Season in the 2024-2025 school year. Without the merger GMU would not have enough student-athletes to field a Varsity or JV Boy's Soccer Team. Merging also allows players to play at the age & skill appropriate levels.

What will be the identity of the combined team?

UV-GMU

Where will practices be held?

Both Schools (Primarily @ UV)

Where will competition be held?

Both Schools (Primarily @ UV)

Attach a copy of the action item from your school Board of Education meeting minutes which includes the approval of this application.

Signed: Principal

Superintendent

Board of Education

Date:

Submit to Athletic League (This step must precede the Section action!):

League Action

Approved

Not Approved

Date

League Secretary



**SECTION IV MERGER COMMITTEE**

## Application for Merger of Schools for Athletic Activity

This application form must:

- (A) Be completed by each school involved in the sport described.  
 (B) Be reviewed and approved by the athletic league involved.  
 (C) Be submitted to the Section IV Merger Committee after A and B have been resolved.

**A separate application must be submitted for each activity. Requests should be for a one-year period of time only.**

School District

Gilbertsville - Mount Upton Central School

Address of School Involved

693 State Highway 51  
Gilbertsville, NY 13776

Athletic Director of School Involved

Greg Bonczkowski

Phone Number

(607) 783-2207 ext. 318

Other School(s) Involved

Unadilla Valley Central School

Sport to be considered

Cross Country (Boy's & Girl's)

Level(s) being merged (X LEVELS):



VARSITY



JV



MODIFIED

School Year

2024 - 2025

Describe conditions which prompted your school to request or support a merger--provide all appropriate rationale which will assist the league and merger committee in reaching a decision considered most beneficial to all:

To allow both schools the opportunity to compete in the sport of Cross Country during the Fall Sports Season in the 2024-2025 school year. Without the merger both schools would not have enough student-athletes to field their own team.

What will be the identity of the combined team?

UV-GMU

Where will practices be held?

Unadilla Valley & GMU

Where will competition be held?

Unadilla Valley

Attach a copy of the action item from your school Board of Education meeting minutes which includes the approval of this application.

Signed: Principal

Superintendent

Board of Education

Date:

Submit to Athletic League **(This step must precede the Section action!)**:

League Action

Approved

Not Approved

Date

League Secretary

**SECTION IV MERGER COMMITTEE**

## Application for Merger of Schools for Athletic Activity

This application form must:

- (A) Be completed by each school involved in the sport described.  
 (B) Be reviewed and approved by the athletic league involved.  
 (C) Be submitted to the Section IV Merger Committee after A and B have been resolved.

**A separate application must be submitted for each activity. Requests should be for a one-year period of time only.**

School District Gilbertsville-Mount Upton Central School  
 Address of School Involved 693 State Highway 51  
Gilbertsville, NY 13776  
 Athletic Director of School Involved Greg Bonczkowski  
 Phone Number (607) 783-2207 ext. 318  
 Other School(s) Involved Unadilla Valley Central School  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Sport to be considered Football  
 Level(s) being merged (X LEVELS): ☒ VARSITY ☐ JV ☒ MODIFIED  
 School Year 2024-2025

Describe conditions which prompted your school to request or support a merger--provide all appropriate rationale which will assist the league and merger committee in reaching a decision considered most beneficial to all:

To allow student-athletes at GMU the opportunity to participate in the sport of Football during the Fall Sports Season in the 2024-2025 school year. GMU does not have a Football team so the merger allows our student athletes the chance to participate.

What will be the identity of the combined team? UV-GMU  
 Where will practices be held? Unadilla Valley Central School  
 Where will competition be held? Unadilla Valley Central School

Attach a copy of the action item from your school Board of Education meeting minutes which includes the approval of this application.

Signed: Principal \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Board of Education \_\_\_\_\_  
 Date: \_\_\_\_\_

Submit to Athletic League **(This step must precede the Section action!)**:

League Action \_\_\_\_\_ Approved \_\_\_\_\_  
 \_\_\_\_\_ Not Approved \_\_\_\_\_  
 Date \_\_\_\_\_  
 League Secretary \_\_\_\_\_

**SECTION IV MERGER COMMITTEE**

## Application for Merger of Schools for Athletic Activity

This application form must:

- (A) Be completed by each school involved in the sport described.  
 (B) Be reviewed and approved by the athletic league involved.  
 (C) Be submitted to the Section IV Merger Committee after A and B have been resolved.

**A separate application must be submitted for each activity. Requests should be for a one-year period of time only.**

School District Gilbertsville - Mount Upton Central School  
 Address of School Involved 693 State Highway 51  
Gilbertsville, NY 13776  
 Athletic Director of School Involved Greg Bonczkowski  
 Phone Number (607) 783-2207 ext. 318  
 Other School(s) Involved Unadilla Valley Central School

Sport to be considered Golf  
 Level(s) being merged (X LEVELS): ☒ VARSITY ☐ JV ☐ MODIFIED  
 School Year 2024 - 2025

Describe conditions which prompted your school to request or support a merger--provide all appropriate rationale which will assist the league and merger committee in reaching a decision considered most beneficial to all:

To allow student-athletes at GMU the opportunity to participate in the sport of Golf during the Fall Sports Season in the 2024-2025 school year. GMU does not have a Golf team so the merger allows our student athletes the chance to participate.

What will be the identity of the combined team? UV-GMU  
 Where will practices be held? Unadilla Valley (Red Pines Golf Course)  
 Where will competition be held? Unadilla Valley (Red Pines Golf Course)

Attach a copy of the action item from your school Board of Education meeting minutes which includes the approval of this application.

Signed: Principal \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Board of Education \_\_\_\_\_  
 Date: \_\_\_\_\_

Submit to Athletic League (This step must precede the Section action!):

League Action \_\_\_\_\_ Approved \_\_\_\_\_  
 \_\_\_\_\_ Not Approved \_\_\_\_\_  
 Date \_\_\_\_\_  
 League Secretary \_\_\_\_\_

**SECTION IV MERGER COMMITTEE**

## Application for Merger of Schools for Athletic Activity

This application form must:

- (A) Be completed by each school involved in the sport described.  
 (B) Be reviewed and approved by the athletic league involved.  
 (C) Be submitted to the Section IV Merger Committee after A and B have been resolved.

**A separate application must be submitted for each activity. Requests should be for a one-year period of time only.**

School District Gilbertsville-Mount Upton Central School  
 Address of School Involved 693 State Highway 51  
Gilbertsville, NY 13776  
 Athletic Director of School Involved Greg BONCZKOWSKI  
 Phone Number (607) 783-2207 ext. 318  
 Other School(s) Involved Unadilla Valley Central School

Sport to be considered Volleyball  
 Level(s) being merged (X LEVELS): ☒ VARSITY ☒ JV ☐ MODIFIED  
 School Year 2024-2025

Describe conditions which prompted your school to request or support a merger--provide all appropriate rationale which will assist the league and merger committee in reaching a decision considered most beneficial to all:

To allow student-athletes at GMU the opportunity to participate in the sport of Volleyball during the Fall Sports Season in the 2024-2025 school year. GMU does not have a Volleyball team so the merger allows our student-athletes the chance to participate.

What will be the identity of the combined team? UV-GMU  
 Where will practices be held? Unadilla Valley Central School  
 Where will competition be held? Unadilla Valley Central School

Attach a copy of the action item from your school Board of Education meeting minutes which includes the approval of this application.

Signed: Principal \_\_\_\_\_  
 Superintendent \_\_\_\_\_  
 Board of Education \_\_\_\_\_  
 Date: \_\_\_\_\_

Submit to Athletic League (This step must precede the Section action!):

League Action \_\_\_\_\_ Approved \_\_\_\_\_  
 \_\_\_\_\_ Not Approved \_\_\_\_\_  
 Date \_\_\_\_\_  
 League Secretary \_\_\_\_\_

Annette Hammond  
Superintendent  
Gilbertsville-Mount Upton Central School District  
693 State Highway 51  
Gilbertsville, NY 13776

Arcadis Architects, Engineers and  
Landscape Architects, a New York  
General Partnership  
59-61 Court Street  
Suite 300  
Binghamton, NY 13901  
United States  
Phone: 607 772 0007

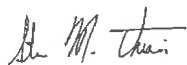
Date: June 25, 2024  
Our Ref: 143396  
Subject: Gilbertsville-Mount Upton Central School District  
2023 Capital Improvements

Dear Annette,

Enclosed please find the following documents from Byler Excavating, LLC. for review by you and the Board of Education:

1. Four copies of the Standard Form of Agreement Between Owner and Contractor. Please have all copies signed, retain one for your files, and return two three or distribution.
2. Certificate of Insurance for your files.
3. Performance Bond and Payment Bond for your files.
4. Schedule of Values

Sincerely,  
Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership



Steve Thesier  
Associate Director

Email: [steve.thesier@arcadis.com](mailto:steve.thesier@arcadis.com)  
Mobile: 607-427-5172

CC. Ethan Gardner, C&S Engineers  
Dorothy Ianello, Gilbertsville Mt-Upton CSD  
Contractor File

Enclosures

4 Copies of the Standard Form of Agreement Between Owner and Contractor  
Payment and Performance Bonds  
Insurance



# AIA® Document A132® – 2019

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

**AGREEMENT** made as of the April day of 10 in the year 2024  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Gilbertsville-Mount Upton Central School District  
693 State Highway 51  
Gilbertsville, NY 13776

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

Byler Excavating, LLC.  
745 Martin Hill Road  
Harpursville, NY

for the portion of the following Project identified as the Contractor's Work in Article 2 of this Agreement:

(Name, location, and detailed description)

**47-02-02-04-0-012-019 – K-12 Building**

**47-02-02-04-5-013-007 – Bus Garage**

**47-02-02-04-7-023-001 – Pavilion**

Contract No. 4 - Sitework Construction

2023 Capital Improvements

Gilbertsville-Mount Upton Central School District

693 State Highway 51

Gilbertsville, NY 13776

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

C&S Engineers, Inc.  
499 Col. Eileen Collins Boulevard  
Syracuse, NY 13212

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

Arcadis  
59-61 Court Street, Suite 300  
Binghamton, NY 13901

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1112354648)

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
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8	MISCELLANEOUS PROVISIONS
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10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents comprised of: (1) this Agreement between the Owner and Contractor ("Agreement"), (2) Invitation to Bid, (3) Instructions to Bidders, (4) the General Conditions (AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified), (5) Supplementary or other Conditions, if any, (6) Drawings, (7) Specifications, (8) Addenda issued prior to receipt of bids, including any bidding requirements in such Addenda, (9) The Contractor's Bid, (10) Modifications issued after execution of this Agreement, (11) the Contractor's Performance and Payment Bonds, (12) sample forms included with the bid solicitation, (13) other information furnished by the Owner in anticipation of receiving bids, and (14) other documents listed in this Agreement, if any, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is: (1) a written amendment to the Contract Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of additional Contract Documents, other than Modifications, appears in Article 9 below. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents.

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date of commencement of the Work shall be:  
(Check one of the following boxes.)

☒ [ X ] The date of this Agreement.

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

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

Init.

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

**§ 3.3 Substantial Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*

*(Table deleted)*

*(Paragraph deleted)*

**§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete**

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

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

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

**Portion of Work**

**Date to be substantially complete**

*(Paragraph deleted)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be:

*(Check the appropriate box.)*

A Stipulated Sum, in accordance with Section 4.2

*(Paragraphs deleted)*

below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)*

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Contract Sum shall be **One Million Five Hundred Seventy Thousand Dollars** (\$ **1,570,000.00** ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2.2 Alternates**

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

**Item**

**Price**

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

**Item**

**Price**

**Conditions for Acceptance**



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

Item	Price
------	-------

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30<sup>th</sup> day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( thirty ) days after the Construction Manager receives and approved the Application for Payment. Additional procedures for Applications for Payment are set forth in Article 9 of the General Conditions.

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. All progress payments made previous to the last and final payment shall be based no estimates and the right is hereby reserved by the Architect for the Owner to make all due and proper corrections in any payment for any previous error.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Contract Sum properly allocable to completed Work;

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified; and
- .5 Retainage withheld pursuant to Section 5.1.7 herein.

*(Paragraphs deleted)*

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

*(Paragraph deleted)*

Fiver percent (5%) of the amount due, plus an amount necessary to satisfy any claims, liens, or judgements against the Contractor which have not been resolved, settled, or discharged.

*(Paragraphs deleted)*

§ 5.1.7.2 Except as set forth in this Section 5.1.7.2, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes all or a portion of the the retainage withheld from prior Applications for Payment pursuant to Section 5.1.7.1, but Owner is not obligated to release retainage until final completion and the receipt of the consent of the Contractor's surety to said release. Owner may withhold two hundred percent (200%) of the amount required to complete the Work plus an amount necessary to satisfy any claims, liens, or judgements against the Contractor which have not been resolved, settled, or discharged.

*(Paragraphs deleted)*

#### § 5.2 Final Payment

##### § 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; and
- .3 the Contractor has fully performed all obligations under the Contract Documents and complied with the closeout and final payment requirements of the Contract Documents, including but not limited to Section 9.10 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment and Contractor has fully complied with all obligations under this Agreement including but not limited to all closeout and final payment requirements, and as follows:

*(Paragraphs deleted)*

§ 5.2.1.3 In addition to other required items, including but not limited to those required under Section 9.10 of the General Conditions, the final Application for Payment must follow the submission and approval of the following, all in form and substance satisfactory to the Owner and in compliance with applicable law:

1. Permanent certificate(s) of occupancy or use issued by the appropriate governmental authority;
2. All maintenance and operating manuals;
3. Marked sets of field drawings and specifications reflecting "as-built" conditions;
4. Reproducible drawings reflecting the location of any concealed utilities, mechanical and electrical systems, and their components;
5. Assignments of all guarantees and warranties to the Contractor from Subcontractors, materialmen, vendors, or manufacturers, together with a list of their names, addresses, telephone numbers, and corresponding guarantees and warranties from each; and
6. All other information and materials required to comply with the requirements of the Contract documents or reasonable requested by the Owner, Architect, or Construction Management

#### § 5.2.1.4 Compliance with the New York Law

Notwithstanding Sections 5.1 and 5.2 above, all payments by the Owner to the Contractor will be made in accordance with Section 106-b(1)(a) of New York State General Municipal Law, or any successor statute governing payment by public owners to contractors on public work projects. The provisions of that section supersede, override, and replace anything in this Agreement or elsewhere in the Contract Documents that are or appear to be to the contrary, including but not limited to progress payments, retainage, substantial completion, reduction of retainage, reducing payments as a result of claims, liens, or judgements not suitably discharged, reducing payments for the value of incomplete work following substantial completion, and final completion. In addition, Contractor will make payments to its subcontractors and materialmen in accordance with Section 106-b(2) of New York State General Municipal Law, or any successor statute governing payment by contractors on public work projects to subcontractors and materialmen, which likewise supersede, override, and replace anything in this Agreement or elsewhere in the Contract Documents that are or appear to be to the contrary.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the  
(Paragraphs deleted)

New York Statutory Rate applicable to the obligations of School Districts

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, the method of binding dispute resolution shall be

*(Paragraphs deleted)*

Litigation with exclusive jurisdiction and venue in the New York State Supreme Court for the County where the project is located. Contractor waives any objection to jurisdiction and venue set forth herein.

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner, or the Contractor as provided in Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

*(Paragraphs deleted)*

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.

*(Paragraphs deleted)*

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 8.2 The Owner's representative:

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

Annette Hammond  
Gilbertsville-Mount Upton CSD  
693 State Highway 51  
Gilbertsville, NY 13776

### § 8.3 The Contractor's representative:

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

Leroy Byler  
Byler Excavating, LLC  
745 Martin Hill Road  
Harpursville, NY 13787

§ 8.4 The Contractor's representative shall not be changed without ten days prior written notice to the Owner and compliance with the applicable provisions of AIA Document A232-2019 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019 General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified, Article 11 – Insurance and Bonds.

*(Paragraph deleted)*

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

*(Paragraphs deleted)*

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§ 8.8 Other provisions. The Contractor represents and warrants to the Owner (in addition to, and not in lieu of, any other representations and warranties in the Contract Documents or other liability imposed by law with respect to the Contractor's duties, obligations, and performance under this Agreement), which shall survive execution and delivery of this Agreement, any termination of this Agreement, and final completion of the Work, that:

- .1 it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations under this Agreement;
- .2 it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform all obligations under this Agreement;
- .3 it is authorized to do business in the State of New York and is properly licensed by all governmental, public, and quasi-public authorities with jurisdiction over it, the Work, and the Project;
- .4 its execution of and performance under this Agreement are within its duly authorized powers;
- .5 its duly authorized representative visited the site of the Project, became familiar with the local and special conditions under which the Work will be performed, and correlated the observations during such visit(s) with the requirements of the Contract Documents; and
- .6 it possesses the level of experience and expertise in administering, constructing, managing, and superintending projects of the size, complexity, and nature of this Project necessary to perform the Work with proper care, skill, and diligence.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 The documents listed in Article 1.
- .2 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified.

*(Paragraph deleted)*

- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified.
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if any:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings: All Contract Document Drawings

Number	Title	Date
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- .6 Specifications: Specification Sections assigned to this Contract as Outlined in the Project Manual

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
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*(Paragraph deleted)*

- .8 Other Exhibits:

*(Paragraph deleted)*

- .9 Other documents: None.

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**ARTICLE 10 INSURANCE AND BONDS**


*(Paragraphs deleted)*

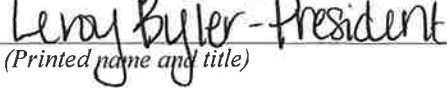
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, as modified.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

  
\_\_\_\_\_  
*(Printed name and title)*

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