GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT REORGANIZATION MEETING

July 2, 2024

6:00 PM

D131

CALL TO ORDER (Acting District Clerk)

ADMINISTER THE OATH OF OFFICE (New and Re-elected Members)

ELECTION OF BOE OFFICERS (President, Vice President)

APPOINTMENTS/DESIGNATIONS

Superintendent District Clerk

Clerk Pro-Tem

District Treasurer Deputy Treasurer Purchasing Agent

Alternate Purchasing Agent Asst. Purchasing Agent K-12 Petty Cash Fund \$100

School Meals Petty Cash Fund \$50

School Attorney

Compliance Officer for Title IX &Title I Sexual Harassment Complaint Officer Workplace Violence Prevention Officers

Homeless Liaison

Pesticide Application Coordinator

Funds Depository

HIPAA Privacy Officer School Tax Collector Authorized Credit Card Attendance Clerk Independent Auditor Internal Claims Auditor Payroll Certification DASA Coordinator

BOE Regular Meeting Dates

Newspapers

Legislative Liaison Bonding \$1,000,000

Student Accounts Central Treasurer

Mileage Rate

Budget Transfers up to \$10,000

Student Suspensions Tutoring Stipend Teaching Substitutes

Fully Certified Long-Term Teacher: Non-Certified Long-Term Teacher:

Substitute Support Staff

Substitute Secretary, (over 10 consecutive days)

Substitute Health Aide with Certification

Substitute Registered Nurse Substitute Bus Driver Annette D. Hammond

Donna Dean

BOE President & VP, Superintendent

Dorothy Iannello Brianne Simonds Superintendent Dorothy Iannello

Principal

District Treasurer Susan Sebeck Ferrara Fiorenza PC

Heather Wilcox Superintendent

Superintendent & Principal

Donna Dean Russell Card

Community Bank, N.A., JP Morgan-Chase, NYCLASS

Dorothy Iannello Dorothy Iannello

Visa/Community Bank, N.A.

Front Desk Position D'Arcangelo & Co., LLP

Tom Connell Superintendent

Lisa Ruland & Jillian Parascandola

See attached schedule

(Norwich) Evening Sun & (Oneonta)

Daily Star

BOE Vice President

District Treasurer, Deputy Treasurer

Donna Dean

Current IRS standard rate

Superintendent Heather Wilcox \$29.03 per hour

Certified - \$130.00/day Uncertified - \$115.00/day

Retired from GMU- \$140.00/day

\$165.00/day \$140.00/day Minimum Wage Minimum Wage \$115.00/day \$25.00/hour

\$37.50/run

Substitute Bus Monitor
Substitute Cleaner Rate
Summer Instructional Pay
Election Officials' Stipend
Records Management Officer
Data Protection Officer
Hearing Officer

Audit Committee Financial Advisor Bond Council

Title IX/Section 504 Compliance Officer

Human Rights Officer Internal Claims Auditor

MOH Workers' Compensation Board

Representative

Minimum Wage Minimum Wage \$29.03/hour \$160.00/day Donna Dean Eric Voorhees BOE President Board Members

Fiscal Advisors and Marketing, Inc. Orrick, Herrington & Sutcliffe, LLP.

Heather Wilcox Superintendent \$17.00/hour

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: <u>Title I, Title II A, Title IV, IDEA Part</u>

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 authorizes 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 authorizes 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 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 the 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.

Adjourn

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

The Gilbertsville-Mount Upton Central School District is committed to an educational environment that assures equitable opportunity for individuals to become College and Career Ready and ultimately, responsible, productive members of society. We will encourage all individuals to do their personal best, that they may gain a lifelong enthusiasm for work and learning.

GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT

693 State Highway 51
Gilbertsville, New York 13776
Tuesday, July 2, 2024
Reorganizational & Regular Meeting, 6:00 pm, D131
AGENDA

CALL TO ORDER & PLEDGE OF ALLEGIANCE

POSITIVE HIGHLIGHTS

PUBLIC COMMENT

REPORTS

INFORMATION FOR MEMBERS

- -District-Wide Safety Plan Public Hearing Date
- -ELA & Math Curriculum

BOARD DISCUSSION

-Cell Phone Use

EXECUTIVE SESSION

I. RECOMMENDED ACTIONS – ROUTINE MATTERS

APPROVE MINUTES

RESOLVED, to approve the minutes from the Regular Board of Education Meeting on 12 June 2024. (Enclosure 2)

APPROVE AGENDA

RESOLVED, to approve the 02 July 2024, consent agenda. (Enclosure 1)

II. RECOMMENDED ACTIONS - NEW BUSINESS

COMMITTEE ON SPECIAL EDUCATION/COMMITTEE ON PRESCHOOL SPECIAL EDUCATION CONSENT AGENDA (Enclosure 3)

RESOLVED, upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, Committee on Special Education/Committee on Preschool Special Education Consent Agenda.

FINANCIAL CONSENT AGENDA

RESOLVED, upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, Financial Consent Agenda.

PERSONEL CONSENT AGENDA

RESOLVED, upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, Personnel Consent Agenda.

The Gilbertsville-Mount Upton Central School District is committed to an educational environment that assures equitable opportunity for individuals to become College and Career Ready and ultimately, responsible, productive members of society. We will encourage all individuals to do their personal best, that they may gain a lifelong enthusiasm for work and learning.

NEW ITEMS CONSENT AGENDA

RESOLVED, upon the recommendation of the Superintendent of Schools, to accept/approve the 02 July 2024, New Item Consent Agenda.

SECOND PUBLIC COMMENT

EXECUTIVE SESSION

-Particular Person and Personnel

ADJOURNMENT

Gilbertsville-Mount Upton Central School Board of Education

Regular Meeting

12 June 2024

Board Room D131

Members present at the start of the meeting were President, Jeremy Pain, Vice-President, Jed Barnes, Sean Barrows, Whitney Talbot, Brenda Friedel, Christopher Ostrander, Sara Green, and two guests.

District Clerk Donna Dean was absent.

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

The meeting was called to order at 6:00 P.M. by President ORDER Pain, who led the Pledge of Allegiance.

Vice-President Jed Barnes arrived at 6:02 P.M.

The Acting Principal and Superintendent provided the following Positive Highlights:

- -Sherburn Pageant of Bands GMU received many awards
- -End of Year ceremonies awards night.
- -Track & Field Team received Scholar Athletes recognition.
- -Mrs. Hammond has been filling in for the counselors at the recognition ceremonies by handing out awards – has really enjoyed that.

Clerk Pro-Tem, Jeremy Pain reminded the board that graduation is on June 28th at 5:30pm. and reminded them of the Re-Organizational meeting on July 2 at 6:00pm.

President Jeremy Pain introduced new board member Lori Peck. Lori will begin on July 1st.

Superintendent Annette Hammond introduced Jillian Parascandola, the new school counselor.

The following guest addressed the board of education: Vickie Simonds – sports concern and turned in a petition.

PUBLIC COMMENT

INFORMATION FOR

MEMBERS

The board discussed the following:

- -Amendment to BP 7131-Non-Resident Policy.
- -Thank you to Sarah Green for her time on the Board of

POSITIVE HIGHLIGHTS

BOARD DISCUSSION

Education.

Minutes from the 14 May 2024 regular meeting were unanimously approved on a motion by Barrows, seconded by Friedel. For the motion seven, opposed none. Motion carried.

MINUTES

The proposed 12 June 2024 Regular Consent Agenda was unanimously adopted on a motion by Talbot, seconded by Ostrander. For the motion seven, opposed none. Motion carried.

AGENDA

Board Member Barrows made the motion, seconded by Board Member Ostrander, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 12 June 2024 CSE/CPSE Consent Agenda. For the motion seven, opposed none. Motion carried.

CSE/CPSE CONSENT AGENDA

Board Member Friedel made the motion, seconded by Board Member Talbot, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 12 June 2024, Financial Consent Agenda. For the motion seven, opposed none. Motion carried.

FINANCIAL CONSENT AGENDA

Financial Reports

To accept the financial reports for May 2024.

Transfers of 2023-2024 Year End Fund Balance

To approve the authorization for the transfer of available funds from the 2023-2024 school year, an amount not to exceed \$230,000 to the Retirement Contribution Reserve Fund. The purpose of these funds is for future NY State and Local Employees' Retirement payments.

To approve the authorization for the transfer of available funds from the 2023-2024 school year, an amount not to exceed \$150,000 to the Teacher's Retirement (sub-fund). The purpose of these funds is for future Teacher Retirement payments.

To approve the authorization for the transfer of available funds from the 2023-2024 school year, an amount not to exceed \$750,000 to the Capital Reserve Funds. The purpose of this fund is for future purchases of vehicles (buses) and construction projects.

Authorization for the Withdraw and Appropriation of Reserves

To approve the authorization for the withdrawal and

appropriation for the 2024-2025 school year of \$150,000 from the Retirement Contribution Reserve Fund (ERS) to pay for a portion of employer's share of the NY State and Local and Local Employees' Retirement contributions and \$150,000 from the Teachers' Retirement Reserve (subfund) to pay for a portion of employer's share of Teachers' Retirement contributions.

To approve the authorization for the withdrawal and transfer of \$15,000 from the Employee Benefits and Accrued Liabilities Reserve account to the General Fund account to cover the cost of a retirement incentive that will be paid in the 2023-2024 school year.

Surplus

To approve Vehicle 61 as surplus to be disposed of accordingly.

Board Member Barrows made the motion, seconded by Board Member Friedel, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 12 June 2024, Personnel Consent Agenda. For the motion seven, opposed none. Motion carried.

PERSONNEL CONSENT AGENDA

Cleaner

To appoint Vincent Esposito as a full-time cleaner, effective May 20, 2024. All benefits are per the CSEA contract.

Substitutes

To appoint Connor Ogborn as a long-term substitute math teacher, effective September 1, 2024 through June 30, 2025.

To appoint Jillian Parascandola as a long-term substitute school counselor, effective July 1, 2024 through June 30, 2025.

Summer Cleaner Workers

To approve summer workers 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. Workers include: Shane Carney, Brandon Kendall, Ella Stockdale, Zayde Palmatier, Stacey Barnes, and Kyle Keuhn.

Summer Help Monitor

To approve Jessica Palmatier as Summer Help Monitor for the summer of 2024, 20 hours per week for 8 weeks, at her 2024-2025 rate of pay, from July 1, 2024-August 23, 2024.

Resignations

To accept the resignation of Darin Trass, elementary teacher, effective August 31, 2024.

To accept the resignation of Jamie Fuller, aide, effective August 31, 2024.

To accept the resignation of Allison Zimmerman, English teacher, effective July 1, 2024.

To accept the resignation of Jenna Carpenter, technology helper, effective July 1, 2024.

Lights and Sound Technician

To appoint Gerrit Bakhuizen as Lights and Sound Technician for the 2024-2025 school year, effective September 1, 2024.

Abolish Positions

Health Position:

- A. A position in the Health Academic Tenure Area is abolished for reasons of the economy. Effective 30 June 2024.
- B. The person having the least seniority in the Health Academic Tenure Area is Abbey Beaver.
- C. The services of Abbey Beaver will be discontinued effective 30 June 2024 and she will be placed on the Preferred Eligible List of the District in accordance with Education Law 2510 (3) and 3013 (3).

Teacher Aide Position:

- A. A position of Teacher Aide is abolished for reasons of the economy. Effective 30 June 2024
- B. An individual having the least seniority in the position of Teacher Aide is Devon Harris.
- C. The services of Devon Harris will be discontinued effective 30 June 2024 and she will be placed on the Preferred Eligible List of the District in accordance with Civil Service Law Sections 80, 80-a, and 81.

Summer Transportation

To appoint the following individuals as Summer Bus Drivers, effective July 1, 2024 through August 31, 2024, at their 2024-2025 contractual pay rate:

Aaron Bowers, Mark Grabo, David Green, Bruce Zimmer, Jeff Zaczek, Stacey Barnes, Joyce Olenick, Carol Seha, and Bruce Giuda.

To appoint the following individuals as Summer Bus Monitors, effective July 1, 2024 through August 31, 2024, at their 2024-2025 contractual pay rate:

Amy Costello, Vicky Kemmerer, and Shari Bennett.

Board Member Talbot made the motion, seconded by Board Member Green, RESOLVED: Upon the recommendation of the Superintendent of Schools, to accept/approve the 12 June 2024 New Items Consent Agenda as amended. For the motion seven, opposed none. Motion carried.

NEW ITEMS CONSENT AGENDA

No topics raised from the floor.

PUBLIC COMMENT

The board convened in executive session at 6:12 p.m. to discuss a particular person on a motion by Barrows, seconded by Barnes and passed unanimously.

EXECUTIVE SESSION

The board reconvened in open session at 7:02 p.m. p.m. on a motion by Talbot, seconded by Barrows and passed unanimously.

The meeting adjourned at 7:03 p.m. on a motion by Ostrander, seconded by Friedel, and passed unanimously.

ADJOURNMENT

Jeremy Pain, Clerk Pro-Tem



Gilbertsville-Mount Upton Central School District

"It's the

of Journey that counts"

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 20th, and June 21st, 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.

Financial Consent Agenda

The Board of Education will be asked to accept/approve the following Financial Consent Agenda as recommended by the Superintendent of Schools:

Surplus (encl F1)

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 delcare six RealCare Baby Infant Simulators as surplus to be disposed of accordingly.

Milk, Ice Cream, and Bread Bid (encl F2)

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 (encl F3)

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



"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 17, 2024

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:

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k | Workbooks:
   Unit 1-31
   Unit 2-32
   Unit 3-3
   Unit 4-14
   Unit 5- 14
   Unit 7-31
   Unit 8-15
   Teacher Guides: one for each unit span above
1 Workbooks:
   Units 1-2: 16
   Units 3-4: 18
   Units 5-6: 17
   Units 7-8: 61
   Teacher Guides:
   Units 1-2: 2
   Units 3-4: 2
   Units 5-6: 2
   Units 7-8: 2
   Teacher Resource guide: 2
   Units 1-2

    Teacher guide

      • Resource guide (2)
         resource copy

    Workbooks (16)

   Units 3-4

    Teacher guide

    Resource copy

      Workbooks (1)
   Units 5-6
        Teacher guide

    Resource copy

    Workbooks (16)

   Units 7-9

    Resource copy

         Workbooks (26) (14 with names on them)
  21 student workbooks Units 7/8
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21 student workbooks Units 5/6 13 student workbooks Units 1/2 18 student workbooks Units 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



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



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



"It's the Quality of Journey that counts"

Gilbertsville-Mount Upton Central School District

Main Office

Annette D. Hammond

Superintendent

Heather WilcoxPrincipal/

Kristy Carey
Main Office
Administrative Assistant
Registrar

Deb Ostrander Front Desk Clerk

Issy ClappStudent Support Services
Administrative Assistant

Lisa RulandSchool Counselor

Lauren Roberts School Counselor June 28, 2024

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

Personnel Consent Agenda

The Board of Education will be asked to accept/approve the following Personnel Consent Agenda as recommended by the Superintendent of Schools:

Summer Tutors (encl P1)

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 Burkhart and Angela Babarovich.

Cleaner (encl P2)

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 (encl P3)

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 (encl P4)

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

Fall Coaching Recommendations (encl P5)

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 (encl P6)

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 (encl P7)

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 (encl P8)

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

Zea Beckwith, Shari Bennett, Cristina Crawford, Kaitlyn Woods, Rebecca Fuller, Amy Costello, Brittany Scheriff, Linda Dickey, Kaitlyn Fuller, Rebecca McMullen, Susan Phillippe, and Cameron Race.

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

Summer School Staff (encl P8)

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 (encl P8)

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 (encl P9)

To appoint the following as paid annual positions/advisors:

POSITION	NAME
Class of 2025 (12th Grade)	Lisa Ruland
Class of 2026 (11th Grade)	Katie Woods & Larisa Waghorn
Class of 2027 (10th Grade)	Raquel Norton
Class of 2028 (9th Grade)	Shania Speenburgh
Class of 2029 (8th Grade)	Linda Dickey
Class of 2030 (7th Grade)	Shania Speenburgh
7-8 Student Council	Kaitlyn Woods
9-12 Student Council	Shania Speenburgh
Yearbook	Zea Beckwith
Mock Trial	Raquel Norton
SADD	Jillian Parascandola
Marching Band, Jazz Band, Pit	William Gilchrest
Director	
Color Guard	Anne Monaco
Theatre Club	Jackie Turnbull
Drama Club Director	Anne Monaco & Jackie Turnbull
Extra Choral	Anne Monaco
Musical Director	Anne Monaco
Junior Musical Director	Anne Monaco
Assistant	Jackie Turnbull
Director/Choreographer	
Leadership Club (former NJHS)	Rebecca Fuller
DI . C. I . C. II	Alicia Cummings
Elementary Student Council	Ancia Cummings
(Grades 4-6) Safety Patrol Advisor	Shari Bennett

Literacy Instructional Leader	Lauren Weidman
Athletic Director	Greg Bonczkowski
Auditorium Coordinator	Gerrit Bakhuizen
Graduation Coordinator	Kristy Carey
Gay Straight Alliance	Ashley Hughes & Lisa Ruland

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

NON-PAID ANNUAL POSITIONS

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

Mentors (encl P10)

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 (encl P11)

To appoint Alivia Bell as a full-time elementary teacher effective 01 September 2024, 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), Initial

SummerCleanerWorker(enclP12)

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.



"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 17, 2024

To: Annette Hammond, Superintendent

CC: Board of Education From: Heather Wilcox

Re: Summer tutor

I am recommending that Ms. Kimberly Burkhart 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.

Erix O Noorhees

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 GA

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:
 - o First Aid Certification
 - o CPR/AED Certification
 - o Concussion Certification
 - o DASA Certification
 - o 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

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: 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

	August 28-29, 2024
Amanda Musson	M.
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	787
Rebecca McMullen	
Susan Phillippe	
Cameron Race	

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

Lori Heggenstaller	



"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)

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

NON-PAID ANNUAL POSITIONS

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



Gilbertsville-Mount Upton Central School District

Main Office

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

June 26, 2024

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

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 28, 2024

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 1st 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 1st-6th 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.

New Items Consent Agenda

The Board of Education will be asked to accept/approve the following New Items Consent Agenda as recommended by the Superintendent of Schools:

Non-Resident Students (encl N1)

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 (encl N2)

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

Memorandum of Agreement (encl N3)

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 (encl N4)

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 (encl N5)

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 (encl N6)

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



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 OM

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

**Addendum for contractual agreement between Upstate Security
Consultants LLC and Gilbertsville-Mount Upton Central School
District**

4. WORKDAY: The company and the district determine when and how to perform the services, consistent with this agreement, provided that the services will be provided Monday through Friday from 7:15 AM to 3:15 PM. The SRO will work when the instructional staff is present as defined in the current Gilbertsville-Mount Upton school calendar, per each year of this contract. In the event the district requires the SRO beyond the contractual hours, the SRO will accrue comp time at a minimum of two hours per event. The District has the option to pay the SRO, instead of comp time, for school events at a rate agreed upon by both parties in writing. The rate will be \$120/per event, for up to four hours. After that the rate is \$40/HR.

	P
Ipstate Security Consultants LLC	
	<u> </u>

Gilbertsville-Mount Upton Central School District

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 (herei	inafter "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

Date:	Date:
Annette Hammond	Daryl O'Connor
Superintendent of Schools	Labor Relations Specialist
	Date:
	Aaron Bower
	Unit President



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 waivered 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 <u>July 1, 2024</u> through <u>June 30, 2026</u>. 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, damagers, 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 medication of 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.
- 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 statues, 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		THE MARY IMOGENE BASSETT HOSPITAL D/B/A BASSETT MEDICAL CENTER By: Dianna Charles		
Annette Hammond District Superintendent	Date	Name:Deanna Charles		
		Title: SVP, Chief Ambulatory & Transformation Officer		
		Date: 6/20/2024		

Federal Tax ID: <u>15-6002189C</u>

Application for Merger of Schools for Athletic Activity

- (A) Be completed by <u>each school</u> 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 subm	itted 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	50ccer (Boy's)
Level(s) being merged (X LEVELS):	VARSITY DIV MODIFIED
School Year	2024-2025
Describe conditions which prompted	your school to request or support a mergerprovide all appropriate rationale which will assist
To allow both scl Sport of Boy's 3 in the 2024-202 Would not have Or JV Boy's Soco What will be the identity of the comb Where will practices be held?	reaching a decision considered most beneficial to all: nools the opportunity to compete in the Soccer during the Fall Sports Season S school year. Without the merger GMU enough student-athletes to field a Varsity enteam. Merging also allows players to play enteam. Merging also allows players to play ined teams propriate levels. UV-GMU Both Schools (Primarily @ UV) Both Schools (Primarily @ UV) your school Board of Education meeting minutes which includes the approval of this
Date:	
Submit to Athletic League (This step n	nust precede the Section action!):
League Action	Approved
	Not Approved
Date	
League	Secretary

Application for Merger of Schools for Athletic Activity

- (A) Be completed by <u>each school</u> 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 sub	mitted 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
0	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
Jenoor rear	
Describe conditions which prompted	d your school to request or support a mergerprovide all appropriate rationale which will assist
	reaching a decision considered most beneficial to all:
	hools the opportunity to compete in the
100	ountry during the Fall Sports Season in the
5-1 0	pol year. Without the merger both schools
7 11 11	enough student-athletes to field their
own team.	0
What will be the identity of the com	hined team? UV-GMU
Where will practices be held?	Unadilla Valley & GMU
Where will competition be held?	Unadilla Valley
·	m your school Board of Education meeting minutes which includes the approval of this
	If your school board of Eddeaton Heeting Hillings which Hieldes the approval of this
application.	
Signed: Principal	
Superintendent	
Board of Education	
Date:	
Submit to Athletic League (This step	
League Action	Approved
	Not Approved
Date	
Leagu	ue Secretary

Application for Merger of Schools for Athletic Activity

- (A) Be completed by <u>each school</u> 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 Involv	7 1 1 - 1 - 1 - 1 - 1
Phone Number	(607) 783-2207 ext. 318
Other School(s) Involved	Unadilla Valley Central School
	•••:
	±1111
Sport to be considered	<u>Football</u>
Level(s) being merged (X LEVELS)): VARSITY JV MODIFIED
School Year	2024-2025
	pted your school to request or support a mergerprovide all appropriate rationale which will assist
the league and merger committee	ee in reaching a decision considered most beneficial to all:
no allow of vac	the expire of Follows during the Full Smith
Secon in the	he sport of tootball during the fall sports
bara = Folks	11 to am co Has margine all aus suicebidant
other cha	ill team so the merger allows our student
ameres the	mance to justicipate.
What will be the identity of the o	combined team?
Where will practices be held?	Unadilla Valley Central School
Where will competition be held?	,
	from your school Board of Education meeting minutes which includes the approval of this
application.	
Signed: Principal	
Superintendent	
Board of Education	' <u>-</u> -
Date:	
	tep must precede the Section action!):
League Action	Approved
	Not Approved
	ate
Le	eague Secretary

Application for Merger of Schools for Athletic Activity

- (A) Be completed by <u>each school</u> 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 subr	nitted 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	Grea Bonczkowski
Phone Number	(607) 783-2207 ext. 318
Other School(s) Involved	Unadilla Valley Central School
	ColC
Sport to be considered	GOH
Level(s) being merged (X LEVELS):	VARSITY JV MODIFIED
School Year	<u> 2024 - 2025 </u>
	your school to request or support a mergerprovide all appropriate rationale which will assist
the league and merger committee in	reaching a decision considered most beneficial to all:
musicipate in the	a coole of Golf during the tall source
Social in Hoo	2021-2025 Eshaply out GALL does not
have a Galatea	m so the mevaerallows our student
atalatactaa	m so the merger allows our student
amato ne c	mance to participate.
What will be the identity of the com	Unadilla Valley (Red Pines Golf Course)
Where will practices be held?	Unadilla Valley (Red Pines Golf Course)
Where will competition be held?	orialitia variege near tites con coorse)
	n your school <u>Board of Education meeting minutes which includes the approval</u> of this
application.	
Signed: Principal	
Superintendent	
Board of Education	
Date:	
Submit to Athletic League (This step	
League Action	Approved
	Not Approved
Date	- Countries
Leagu	e Secretary

Application for Merger of Schools for Athletic Activity

- (A) Be completed by <u>each school</u> 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 sul	bmitted 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	Onadilla Valley Central School
	-
Sport to be considered	Volleyball
Level(s) being merged (X LEVELS):	VARSITY JV MODIFIED
School Year	<u> 2024 - 2025 </u>
Describe conditions which prompte	ed your school to request or support a mergerprovide all appropriate rationale which will assist
To allow studen participate in the season in the have a Volley be student at the	in reaching a decision considered most beneficial to all: it-athletes at GMV the opportunity to he sport of Volleyball during the Fall Sports 2024-2025 school year. GMV does not all team so the merger allows our tes the chance to participate.
What will be the identity of the con	nbined team? UV-GMU
Where will practices be held?	Unagilla variev ertiral school
Where will competition be held?	Unaqilia valley Central School
Attach a copy of the action item fro	om your school <u>Board of Education meeting minutes which includes the approval</u> of this
application.	
Signed: Principal	·
Superintendent	·
Board of Education	
Date:	: <u> </u>
Submit to Athletic League (This ster	must precede the Section action!):
League Action	Approved
	Not Approved
Date	
Leag	ue Secretary



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

Date: June 25, 2024 Our Ref: 143396

Subject: Gilbertsville-Mount Upton Central School District

2023 Capital Improvements

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

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.
- 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

She M. This

Steve Thesier
Associate Director

Email: 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 Paymont and Preformance Bonds Insurance



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

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.

The Owner and Contractor agree as follows.

Init.

1

TABLE OF ARTICLES

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

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User Notes:

§ 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

Init. 1

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3

§ 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.)

ltem

Units and Limitations

Price per Unit (\$0.00)

(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 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th 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:
 - That portion of the Contract Sum properly allocable to completed Work;

Init. 1

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- .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
 - 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)

User Notes:

Init.

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(1480815973)

- § 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 E203TM-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)

User Notes:

Init. 1

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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:
 - it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possess sufficient .1 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;
 - it is authorized to do business in the State of New York and is properly licensed by all governmental, public, .3 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, becamse 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
 - it possesses the level of experience and expertise in administering, constructing, managing, and .6 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)

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

	.5	5 Drawings: All Contract Document Drawings				
		Number	Title	Date		
	.6	Specifications: Specifications	ation Sections assigned to this Cor	ntract as Outlined in th	ne Project Manual	
		Section	Title	Date	Pages	
	.7	Addenda, if any:				
		Number	Date	Pages		
(Parag	raph	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 a	and year first written above.
OWNER (Signature)	CONTRACTOR (Signature)
(Printed name and title)	(Printed page and title)