

FEBRUARY 27, 2019 - GENERAL WARRANT A16

DUANESBURG CENTRAL SCHOOL DISTRICT
CLAIMS AUDITOR CHECKLIST

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Were authorized signatures noted for the Receiving Copy of Packing Slip and the Purchase copy?	✓		
2. Did amount on check equal the Invoice amount? (Mathematical Accuracy)	✓		
3. Was Invoice price within approximately 15 % of Purchase Order amount?	✓		
4. Checked for duplicate payments? (previously paid invoice from vendors have been checked to be sure payment is not a duplication).	✓		
5. Were Conference Request forms properly Approved by the Superintendent, properly Documented and summarized?	N/A		
6. Were Receipts evident for travel, hotel, and meals? Vouchers for travel must contain purpose of travel, dates and points of travel, and approved rate.	N/A		
7. Were vouchers properly itemized? Vouchers for personal service, such as chaperones, referees; etc. must contain purpose, date of service, length of service, and approved rate.	✓		
8. Were late charges deducted from claims?	✓		
9. Did the invoice date precede the Purchase Order date?		✓	
10. Was there evidence of violation of bid law?		✓	
11. Are all checks properly accounted for?	✓		
12. Were all purchase discounts taken?	✓		
13. Was there evidence of Sales Tax paid?		✓	

Duanesburg Central School District

Check Warrant Report For A - 16: February 27 payments For Dates 2/1/2019 - 2/28/2019



Check #	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
35414	02/27/2019	934	Advanced Therapy P.L.L.C.					
	A 2250.400-00-00			Feb 2019	8396	190173	8,350.00	8,350.00
							Check Total:	8,350.00
35415	02/27/2019	22	**CONTINUED** Amazon					
							Check Total:	0.00
35416	02/27/2019	22	Amazon					
	A 1620.450-10-00				959459485949	190543	403.84	403.84
	A 1620.450-10-00				683769997483	190520	49.79	48.65
	A 2110.450-10-00				467438636653	190522	19.99	19.99
	A 2110.450-10-00				463558897434	190529	14.20	14.20
	A 2110.450-10-00				455646584484	190544	129.95	129.95
	A 2110.450-10-00				663357635368		9.99	
	A 2110.450-10-00				495735646779	190560	63.23	63.23
	A 2110.450-10-00				985375944585	190556	27.97	27.97
	A 2110.450-10-00				449576886538	190550	47.97	47.97
	A 2110.450-10-00				759474574363	190548	1,613.02	1,613.02
	A 2810.450-00-00				448333439757	190535	325.00	325.00
	A 2815.450-10-00				969976968465	190540	53.99	53.99
	A 2855.450-10-00				534888464449	190545	17.63	17.63
	F 2110.450-1924				499788557878	190559	56.73	56.73
	A 2110.450-10-00				466574833755	190529	23.98	23.98
	A 2110.450-10-00				896583495486		-0.25	
							Check Total:	2,857.03
35417	02/27/2019	933	Benetech, Inc					
	TA 20.2			12/29/18-1/30/19 claims	77039		636.83	
	A 1310.400-20-00			Feb 2019	23568	190124	125.00	125.00
	A 9060.804-00-00			Feb 2019	23607	190123	50.40	50.40
							Check Total:	812.23
35418	02/27/2019	1465	BestLinkNetware					
	A 2630.450-00-00			supplies	SA1910184	190567	80.35	80.35
							Check Total:	80.35
35419	02/27/2019	995	Bimbo Foods, Inc./Freihofer					

Duanesburg Central School District

Check Warrant Report For A - 16: February 27 payments For Dates 2/1/2019 - 2/28/2019



Check # Account	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
							Check Total:	649.49
35428	02/27/2019	2998	Delta Dental of New York					
TA 20.1				2/7/19 - 2/20/19	BE003285969C		1,478.80	
							Check Total:	1,478.80
35429	02/27/2019	3900	DePaula Chevrolet Inc.					
A 5510.450-40-00					765099	190158	150.20	150.20
A 5510.450-40-00					CM764501	190158	-33.12	0.00
A 5510.450-40-00					CM764262	190158	-12.10	0.00
							Check Total:	104.98
35430	02/27/2019	6882	Dornbush, Eric					
A 2855.400-10-00				score/clock	2/11/19		30.00	
							Check Total:	30.00
35431	02/27/2019	1427	E. A. Morse & Co.					
A 1620.200-10-00					686109	190571	3,748.94	3,748.94
A 1621.200-00-00				floor cleaning equipment	686109	190571	2,500.00	2,500.00
							Check Total:	6,248.94
35432	02/27/2019	204	EMPIRE BLUECROSS					
A 9060.800-00-00				March 2019	000452344E	190119	160,513.01	160,513.01
							Check Total:	160,513.01
35433	02/27/2019	2840	Fastenal Company					
A 1620.450-10-00					NYSCH183435	190032	371.96	371.96
							Check Total:	371.96
35434	02/27/2019	3265	Ferrell Gas					
A 5510.455-40-00					1105210142	190077	531.42	531.42
							Check Total:	531.42
35435	02/27/2019	228	Follett Library Resources					
A 2610.460-10-00					338806F	190262	158.06	158.06
							Check Total:	158.06
35436	02/27/2019	227	Follett School Solutions, Inc					
A 2610.460-10-00					386216F	190509	464.01	463.34
							Check Total:	464.01
35437	02/27/2019	230	Four Winds Hospital					
A 2250.400-00-00				Jan 2019 tutorial svcs	1/31/19 #77931		256.00	

Duanesburg Central School District

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Check #	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
							Check Total:	256.00
35438	02/27/2019	6936	FS&S					
	A 1621.400-00-00			on site labor	3410	190246	350.00	350.00
							Check Total:	350.00
35439	02/27/2019	3344	Gayle, J W					
	A 2855.402-10-00				2/11/19 Boys V BB		102.00	
							Check Total:	102.00
35440	02/27/2019	251	Gillette Creamery					
	C 2860.410-00				5041903805	190268	97.20	97.20
							Check Total:	97.20
35441	02/27/2019	252	Ginsberg's					
	C 2860.410-00				2298187	190269	162.14	162.14
	C 2860.410-00				2298186	190269	247.33	247.33
	C 2860.410-00				2301069	190269	364.77	364.77
	C 2860.410-00				2301070	190269	267.30	267.30
							Check Total:	1,041.54
35442	02/27/2019	2249	Girvin & Ferlazzo, P.C.					
	A 1420.400-00-00			Jan 2019	135	190131	1,250.00	1,250.00
	A 2250.400-00-00			Jan 2019	85	190131	85.00	85.00
							Check Total:	1,335.00
35443	02/27/2019	3261	Global Montello Group Corp.					
	A 5510.451-40-00				19081522	190514	1,604.90	1,604.90
	A 5510.451-40-00				19085680	190514	2,406.97	2,406.97
							Check Total:	4,011.87
35444	02/27/2019	259	Grainger					
	A 1620.450-10-00				9075383415	190022	298.48	298.48
	A 1620.450-10-00				9083846635	190022	120.80	120.80
	A 1620.450-10-00				9085513407	190022	137.20	137.20
							Check Total:	556.48
35445	02/27/2019	2407	Hazelden Publishing					
	A 5510.450-40-00				8405972	190578	154.64	160.95
							Check Total:	154.64
35446	02/27/2019	283	Hill & Markes Inc					

Duanesburg Central School District

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Check #	Check Date	Vendor ID	Vendor Name	Account	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
				A 1620.450-10-00		2127764-00	190024	311.00	311.00
				C 2860.450-00		2122860-00	190270	115.38	115.38
				A 1620.450-10-00		2126183-00	190024	498.75	498.75
				A 1620.450-10-00		2127737-00	190024	-498.75	0.00
				A 1620.450-10-00		2127773-00	190024	311.00	311.00
				A 1620.450-10-00		2126183-00	190024	498.75	498.75
				A 1620.450-10-00		2127769-00	190024	-498.75	0.00
								Check Total:	737.38
35447	02/27/2019	315	J. W. Pepper & Son, Inc.						
				A 2110.450-10-00	sheet music	01V00255	190574	210.73	209.73
								Check Total:	210.73
35448	02/27/2019	2019	Kamco Supply Corp.						
				A 1620.450-10-00		1902-076804	190561	1,384.36	1,384.36
								Check Total:	1,384.36
35449	02/27/2019	3975	Kelley Bros, LLC						
				A 1621.450-10-00		8-104323	190570	286.80	286.80
								Check Total:	286.80
35450	02/27/2019	1446	Kelvin Electronics						
				A 2110.450-10-00	tech supplies	299574	190490	410.50	472.50
								Check Total:	410.50
35451	02/27/2019	7090	LearnWell						
				A 2250.400-00-00	Jan 2019 tutoring	INV22622	190476	336.00	336.00
				A 2250.400-00-00	2/1/19 tutoring	INV23156	190476	84.00	84.00
								Check Total:	420.00
35452	02/27/2019	6911	Frank Macri						
				A 1240.400-20-00	reimbursement	Active Inbox		49.95	
								Check Total:	49.95
35453	02/27/2019	1567	Main-Care Energy						
				A 1620.430-10-00		2056596	190447	4,322.07	4,322.07
				A 1620.430-10-00		2063474	190447	5,167.12	5,167.12
				A 1620.430-10-00		2062742	190447	5,210.38	5,210.38
								Check Total:	14,699.57
35454	02/27/2019	3997	McMaster Carr						

Duanesburg Central School District

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Check #	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
F 2110.450-1924					85901455	190558	478.07	478.07
F 2110.450-1924					87161551	190558	236.60	194.55
Check Total:							714.67	
35455	02/27/2019	406	MVP Health Care, Inc.					
A 9060.800-00-00				March 2019	000011565594	190120	5,435.76	5,435.76
Check Total:							5,435.76	
35456	02/27/2019	3336	Nelson, Jomel					
A 2855.402-10-00					12/14/18 Boys V Basketball		102.00	
Check Total:							102.00	
35457	02/27/2019	119	New York Bus Sales LLC					
A 5510.450-40-00					1045518	190060	137.89	137.89
A 5510.450-40-00					1045517	190060	40.04	40.04
A 5510.450-40-00					1045698	190060	191.32	191.32
Check Total:							369.25	
35458	02/27/2019	3251	NLR, Inc.					
A 1620.400-10-00				Recycling	303384	190546	67.00	67.00
A 1620.400-10-00					303613	190546	28.00	28.00
A 1620.400-10-00					303383	190546	41.34	41.34
A 1620.400-10-00					303382	190546	85.55	85.55
A 1620.400-10-00					303381	190546	209.55	209.55
Check Total:							431.44	
35459	02/27/2019	7132	PPLE, Inc.					
A 1620.400-10-00				curb/sidewalk repair	1022204511		500.00	
Check Total:							500.00	
35460	02/27/2019	1168	Prestige Services Inc.					
A 5510.400-40-00					1841997	190073	32.50	32.50
Check Total:							32.50	
35461	02/27/2019	589	Schenectady Truck & Auto Suppl					
A 5510.450-40-00					336040	190063	60.88	60.88
A 5510.450-40-00					336016	190063	103.89	103.89
A 5510.450-40-00					336379	190063	52.42	52.42
Check Total:							217.19	
35462	02/27/2019	3230	School Outfitters					

Duanesburg Central School District

Check Warrant Report For A - 16: February 27 payments For Dates 2/1/2019 - 2/28/2019



Check #	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
				A 1620.450-10-00	INV13057478	190542	522.12	522.12
				A 1620.450-10-00	INV13059197	190542	530.24	530.24
						Check Total:	1,052.36	
35463	02/27/2019	602	School Specialty Inc.					
				A 2110.450-10-00	308103257791	190547	1,223.45	1,223.45
						Check Total:	1,223.45	
35464	02/27/2019	611	Security Supply Corporation					
				A 1620.450-10-00	029073 01	190026	241.31	241.31
				A 1620.450-10-00	027956 01	190026	124.34	124.34
				A 1620.450-10-00	029390 01	190026	23.15	23.15
						Check Total:	388.80	
35465	02/27/2019	7043	Sprague Operating Resources, LLC					
				A 5510.454-40-00	19072568	190071	563.45	563.45
						Check Total:	563.45	
35466	02/27/2019	3382	Springbrook NY, Inc					
				FE 2250.400	18/19 Idea Flow-Through Funding	530101040000	2,305.00	
						Check Total:	2,305.00	
35467	02/27/2019	639	Staples Contract & Commercial					
				A 2110.450-10-00	3404417922	190551	20.20	20.20
				A 2110.450-10-00	3404563036	190557	75.11	73.53
				A 2110.450-10-00	3405110782	190569	161.00	161.00
						Check Total:	256.31	
35468	02/27/2019	3857	Sun Life & Health Insurance Co					
				A 9070.800-00-00	March 2019	190122	232.96	232.96
						Check Total:	232.96	
35469	02/27/2019	4358	Suplay Products					
				A 2855.450-10-00	SI-328539	190523	124.82	125.00
						Check Total:	124.82	
35470	02/27/2019	613	SupplyWorks					
				A 1620.450-10-00	477460737	190496	240.00	240.00
						Check Total:	240.00	
35471	02/27/2019	4013	Sycaway Creamery Inc.					
				C 2860.410-00	931974A	190271	125.68	125.68

Duanesburg Central School District

Check Warrant Report For A - 16: February 27 payments For Dates 2/1/2019 - 2/28/2019



Check #	Check Date	Vendor ID	Vendor Name	Account	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
				C 2860.410-00		932418A	190271	148.60	148.60
				C 2860.410-00		932593A	190271	77.97	77.97
				C 2860.410-00		932595A	190271	163.37	163.37
				C 2860.410-00		933029A	190271	118.88	118.88
				C 2860.410-00		933031A	190271	89.16	89.16
								Check Total:	723.66
35472	02/27/2019	1673	Sysco Food Svcs of Albany						
				C 2860.410-00		125962080	190272	259.01	259.01
				C 2860.410-00		125962082	190272	159.50	159.50
				C 2860.410-00		125970474	190272	210.97	210.97
				C 2860.410-00		125970473	190272	414.24	414.24
								Check Total:	1,043.72
35473	02/27/2019	2256	Topical Review Book Co.						
				A 2110.450-10-00	review books	58282	190577	362.50	362.50
								Check Total:	362.50
35474	02/27/2019	1921	UniFirst Corporation						
				A 1620.450-10-00		0523682848	190029	71.82	71.82
				A 5510.450-40-00		0523682887	190029	11.07	11.07
				A 1620.450-10-00		0523682849	190029	56.28	56.28
				A 1620.450-10-00		0523679824	190029	56.28	56.28
				A 1620.450-10-00		0523676819	190029	56.28	56.28
								Check Total:	251.73
35475	02/27/2019	691	United Parcel Service						
				A 2110.400-10-00		00009T0T58069	190139	31.29	31.29
								Check Total:	31.29
35476	02/27/2019	700	Verizon Wireless						
				A 1240.400-20-00		9823906216	190135	59.63	59.63
				A 2110.400-10-00		9823906216	190135	55.21	55.21
				A 5510.400-40-00		9823906216	190135	88.84	88.84
				A 1310.400-20-00		9823906216	190135	76.27	0.00
								Check Total:	279.95
35477	02/27/2019	731	Wolberg Electric						
				A 1621.450-10-00		2039487	190035	223.90	223.90

Duanesburg Central School District

Check Warrant Report For A - 16: February 27 payments For Dates 2/1/2019 - 2/28/2019



Check # Account	Check Date	Vendor ID	Vendor Name	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
A 1621.450-10-00					2036089	190035	-173.75	0.00
							Check Total:	50.15
35478	02/27/2019	3871	Workfit Medical, LLC					
A 5510.400-40-00				physicals	00072288-00	190052	195.00	195.00
							Check Total:	195.00
35479	02/27/2019	3338	Ziamandanis, Jay					
A 2855.402-10-00					2/11/19 Boys V BB		102.00	
							Check Total:	102.00
Number of Transactions: 66							Warrant Total:	248,725.89
							Vendor Portion:	248,725.89

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 66 in number, in the total amount of \$ 248,725.89. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

27 Feb 2019 _____
 Date Claims Auditor

Daniel Spitzer, Esq.
Partner
Direct Dial: 716-848-1420
Direct Fax: 716-819-4650
dspitzer@hodgsonruss.com

RECEIVED
FEB 27 2019

February 27, 2019

Via Certified Mail. Return Receipt Requested

Frank Macri, Superintendent
Duanesburg Central School District
133 School Drive
Delanson, NY 12053

Re: Notice Regarding Solar Energy Project Pursuant to Real Property Tax § 487
13590 Duanesburg Road Delanson, NY 12053, SBL # 74.00-2-5

Dear Superintendent Macri:

I write to inform you that Eden Renewables plans to construct a solar project within your Town. The project in your School District is the Oak Hill Solar 1 Project, located at 13590 Duanesburg Road Delanson, NY.

We are providing this notice to you pursuant to Real Property Tax Law § 487(8)(b) to inform you that we have entered into an interconnection agreement and made our deposit with the local utility. This signifies the beginning of construction as defined under Real Property Tax Law § 487(8)(b).

Specifically we are providing this letter to you as our Notice of Intent to Construct this solar system, which commences the sixty-day notice period under Real Property Tax Law § 487(9)(a). We have commenced the development process at the above site and believe it is a very good location at which to build clean, distributed, renewable energy generation.

Thank you for your attention to this letter. Please contact me if you have any questions about these notices or our project.

Sincerely



Daniel A. Spitzer

Daniel Spitzer, Esq.
Partner
Direct Dial: 716-848-1420
Direct Fax: 716-819-4650
dspitzer@hodgsonruss.com



2- resolutions for
Board Adoption

The letter after adoption

RECEIVED

February 27, 2019

Via Certified Mail. Return Receipt Requested

Frank Macri, Superintendent
Duanesburg Central School District
133 School Drive
Delanson, NY 12053

Re: Notice Regarding Solar Energy Project Pursuant to Real Property Tax § 487
13590 Duanesburg Road Delanson, NY 12053, SBL # 74.00-2-5

Dear Superintendent Macri:

I write to inform you that Eden Renewables plans to construct a solar project within your Town. The project in your School District is the Oak Hill Solar 2 Project, located at 13590 Duanesburg Road Delanson, NY.

We are providing this notice to you pursuant to Real Property Tax Law § 487(8)(b) to inform you that we have entered into an interconnection agreement and made our deposit with the local utility. This signifies the beginning of construction as defined under Real Property Tax Law § 487(8)(b).

Specifically we are providing this letter to you as our Notice of Intent to Construct this solar system, which commences the sixty-day notice period under Real Property Tax Law § 487(9)(a). We have commenced the development process at the above site and believe it is a very good location at which to build clean, distributed, renewable energy generation.

Thank you for your attention to this letter. Please contact me if you have any questions about these notices or our project.

Sincerely

Daniel A. Spitzer

**SOUTH COLONIE CENTRAL SCHOOL DISTRICT
CONTRACT FOR HEALTH AND WELFARE SERVICES**

This agreement made in duplicate this 12 day of February 2019, by and between **South Colonie Central School District**, Town of Colonie, County of Albany, New York, party of the first part, **Duanesburg Central School District**, Town(s) City of **Delanson**, County of **Schenectady**, New York, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in the district designated as party of the second part and attending nonpublic schools in the **South Colonie Central School District**, town of Colonie, County of Albany, New York, said services to begin on September 6, 2018 and end June 26, 2019.

Now, therefore, the said party of the second part hereby agrees to pay the party of the first part the cost per pupil of \$769.82 for health and welfare services to be provided under section 912 to approximately 5 child/children residing in said school district Town(s) (City) of Delanson, County (Counties) of Schenectady, New York and attending nonpublic schools in **South Colonie Central School District**, Town of Colonie County of Albany, New York.

And the party of the first part hereby agrees with the party of the second part as follows:

1. That the health and welfare services provided under section 912 shall consist of the following:

Physician Services
School Nurse Services
School Psychological Services
School Speech Correctionist Services

Such services include services performed by a physician, school nurse, school psychologist, school speech correctionist, and may also include vision and hearing tests, the taking of medical histories and health records and the administration of emergency care programs for ill or injured pupils while attending school.

2. The party of the first part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-puplic school:

Supplies and equipment for use by physicians, school nurse-teacher psychologist, and speech correctionist (i.e., scales, vision and hearing testing devices, health record forms, first-aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services.)


It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include and teaching service.

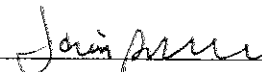
It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the District Superintendent of Schools.

APPROVED BY
BOARD OF EDUCATION

2.17.19

In Witness, Whereof, the parties have herunto set their hands the day and year above written.

 _____ (President of Board of Education)	SOUTH COLONIE CENTRAL SCHOOL DISTRICT _____ (Party of the First Part)	102 LORALEE DRIVE ALBANY, NY 12205 _____ (Post Office Address)
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 _____ (Clerk of Board of Education)	SOUTH COLONIE CENTRAL SCHOOL DISTRICT _____ (Party of the First Part)	102 LORALEE DRIVE ALBANY, NY 12205 _____ (Post Office Address)
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_____ (President of Board of Education)	_____ (Party of the Second Part)	_____ (Post Office Address)
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_____ (Clerk of Board of Education)	_____ (Party of the Second Part)	_____ (Post Office Address)
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**SOUTH COLONIE CENTRAL SCHOOLS
DISTRICT OFFICES**

JUSTIFICATION FOR 2018 -2019 HEALTH SERVICES RATE

INSTRUCTIONAL STAFF

Speech Pathologists	8.70 F.T.E. positions + benefits*	1,088,698.96
Psychologists	10.00 F.T.E. positions + benefits*	1,393,686.27
Social Workers	7.00 F.T.E. positions + benefits*	<u>685,812.87</u>
		\$3,168,198.10

SUPPORT STAFF

Nurse	13.93 F.T.E. positions + benefits*	\$994,087.29
Clerical	3.20 F.T.E. positions + benefits*	<u>158,611.12</u>
		\$1,152,698.41

*Fringe Benefits: Retirement, F.I.C.A./Medicare, Workers'
Compensation, Unemployment, Health, Drug,
Dental and Life Insurances

CONTRACTED SOCIAL WORKERS: A2825.400	\$0.00
SUPPLIES AND EQUIPMENT: A2815.200 & A2815.450	\$16,000.00
CONTRACTUAL EXPENSES: A2815.400	<u>\$19,500.00</u>
TOTAL	\$4,356,396.51

ENROLLMENT: Public 4,808
Private 851
5,659

$\$4,356,396.51 \div 5,659 = \769.82

Health Services Cost Per Pupil = \$769.82

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate this 15th day of February, 2019, by and between the Duanesburg Central Schools, Town or City of Delanson, New York, party of the first part, and the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, Town of Glenville, County of Schenectady, New York, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, Town of Glenville, County of SCHENECTADY, NEW YORK, to begin on September 10, 2018 and to end June 14, 2019.

Now, Therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of \$2952.51 for health and welfare services to be provided under Section 912 to approximately 3 child(ren) residing in said Duanesburg Central Schools, Town or City of Delanson, County of Schenectady, New York and attending non-public schools in the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, Town of GLENVILLE, County of SCHENECTADY, NEW YORK.

And the party of the second part hereby agrees with the party of the first part as follows:

- 1. That the health and welfare services provided under Section 912 shall consist of the following:

- Physician Services
- School Nurse Service
- School Psychological and Social Worker Services
- School Speech Correctionist and other Remediation Services

Such services include, but are not limited to all services performed by a physician, school nurse, psychologist and speech correctionist, and may also include vision and hearing tests, the taking of medical histories and health records and the administration of emergency care programs for ill or injured pupils while attending school.

- 2. The party of the first part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school:

Supplies and equipment for use by physician, school nurse, psychologist and speech correctionist (i.e., scales, vision and hearing testing devices, health record forms, first-aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the District Superintendent of Schools.

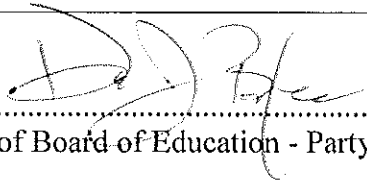
In Witness Whereof, the parties have hereunto set their hands the day and year above written.

.....
(President of Board of Education - Party of First Part)

(Post Office Address)

.....
(Clerk of Board of Education - Party of First Part)

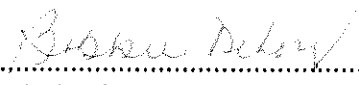
(Post Office Address)



900 Preddice Parkway, Scotia, New York 12302

.....
(President of Board of Education - Party of Second Part)

(Post Office Address)



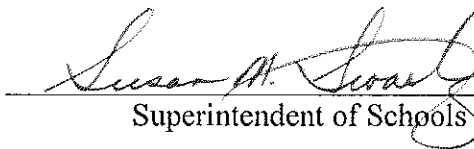
900 Preddice Parkway, Scotia, New York 12302

.....
(Clerk of Board of Education - Party of Second Part)

(Post Office Address)

APPROVAL OF SUPERINTENDENT

02/15/2019
Date


Superintendent of Schools

Scotia, New York
Health and Welfare Services 2018-19

Basis and back-up information for computing charge to districts for Health and Pupil Services provided to children attending Parochial or Private schools in Scotia-Glenville (under guideline October 9, 1975 - Ed. Law Section 912 - S.L. Raub)

Psychologists and Social workers (10.5 positions)	979,895
School Registered Nurses (7 positions)	297,166
Speech Correctionists (11 positions)	704,434
Director of Pupil Services (.40 FTE)	51,675
Employee Benefits	751,073
School Physcian (contractual)	28,800
Supplies, Equipment, Miscellaneous, contractual	15,450
Total	2,828,493

Total Students	Public	2,530
	Private/Charter/out	344
	<u>Total Enrollment</u>	<u>2,874</u>
Total Costs	2,828,493	
Divided by total enrollment	2,874	
<u>Per pupil costs</u>	<u>\$ 984.17</u>	

To be approved by Board of Education on March 12, 2019

Substitute Teachers through BOCES Substitute Service – These people have been screened by BOCES Substitute Service:

Anne Bayruns

Ravena Cecil

Daniel Charbonneau

Allison DiScanio

Kevin McKearn

Lindsay McKearn

Emily McQuide

Frank Polsinello

Carmelle Sanders

WHISPERING PINES PRESCHOOL
and
DUANESBURG CENTRAL SCHOOL
DISTRICT
For
CONTRACT YEAR 2018-JUNE 2019

BY AND BETWEEN the Duanesburg Central School District, with offices on 133 School Rd, Delanson, NY 12053, hereinafter referred to as the "District", and Whispering Pines Preschool, with program site on 2841 Thousand Acres Road, Delanson, NY 12053, hereinafter referred to as "the Agency".

WHEREAS, the District has applied for and has been provided with a grant under the New York State Education Department's Universal Pre-Kindergarten Program; and

WHEREAS, the District has determined that the Agency is a provider of pre-kindergarten services and wishes to contract with the Agency to provide a pre-school program for up to eight (8) children in a Universal Pre-Kindergarten Program:

NOW, THEREFORE, the parties agree as follows:

The Universal Pre-Kindergarten Program (hereinafter the "Program") will operate during the 2018-19 school year, from March 4, 2019 through June 21, 2019 and will be a full-day program (5.5 hours).

AGENCY RESPONSIBILITIES:

The Agency agrees to maintain and provide to the District's Office such documents and reports as are required by the District, including but not limited to:

- records of attendance of Universal Pre-K children, including daily attendance, absentee list and the reasons for absence, on a monthly basis;
- class lists of Universal Pre-K children that are updated regularly to ensure attendance and residency in the district;
- up-to-date licensing certificates required by the New York State Education department or other agency with jurisdiction;
- teacher certification, teaching assistant certification and child abuse clearance documents;
- proof of adequate liability insurance naming the Duanesburg Central School District, its officers, employees and agents, as additional named insured under such policy;
- a copy of the Agency's written discipline policy; and
- any other information deemed necessary by the District in conjunction with such program.

The Agency will ensure that the UPK curriculum is aligned with the New York State early learning Standards for Preschool. The Agency agrees to use the curriculum identified by the District. If the Agency so chooses to use an alternate curriculum, it must submit the curriculum for review and written approval by the District. This must take place within 30 days of entering into this agreement. In addition, the Agency is required to have reporting systems in place to ensure that parents are kept informed of their child's progress, as well as to determine the effectiveness of the program.

Developmental curriculum assessments will be compiled and the results of those assessments shall be sent to the District's Office

The Agency shall be responsible for completing a final program report annually, as well as annual expenditure reports.

The Agency must keep on file a copy of each Universal Pre-K child's current medical examination and immunization record.

The Agency must verify that it operates the Program aligned with the District's approved school calendar, unless otherwise agreed to. Any change in the school calendar, including an emergency closing, must be communicated to the District.

The Agency shall provide the Universal Pre-K children in full day programs with a snack.

The Agency must complete a cumulative folder for each Universal Pre-K child and forward that folder to the District by the end of June, 2019 or when a child leaves the Program before the end of the school year. The cumulative folder should contain all pertinent reports that would be helpful to the receiving kindergarten teacher, samples of the child's work and any evaluations conducted during the school year.

The Agency shall be responsible to provide supplies and equipment that are indicated for day to day operations.

The Agency must ensure that all staff meet the following qualification/certification requirements:

- Teachers must hold valid New York State Education Department B-2 teaching certification or must be supervised by a supervisor who is present on-site for the duration of the Universal Program and who possesses a valid B-2 teaching certificate.
- Non-certified teachers must have a written plan to obtain Birth - 2 certification valid for service in early childhood grades within five years.

Any change in certified staffing (reduction or addition) must be communicated in writing to the district upon date of hire or termination.

- Teaching Assistants must have a high school diploma or equivalent and six hours of college credit and must hold a valid New York State Education Department teaching assistant certificate.
- Teacher Aides must have a high school diploma or equivalent.

The Agency must meet class size requirements, as follows:

- For 18 children, there must be a teacher and a teaching assistant or teacher aide.
- For 19-20 children, there must be a teacher and two teaching assistants and/or teacher aides.

The Agency must ensure that the building and classrooms meet the requirements of the licensing agency.

The Agency agrees to indemnify, defend and hold harmless the District, its officers, employees and agents, from and against any and all liability, damage, cost and expense (including the reasonable cost of defense) incurred by, or imposed or attempted to be imposed on the District by reason of this Agreement and arising from claims for injury to persons, including wrongful death, or property damage, whether real or personal, occasioned by the negligence of the Agency, its officers, employees and agents.

It is understood and agreed that during the term of this Agreement and any renewal hereof, Agency shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate naming the Duanesburg Central School District, and its officers and employees, as additional insureds and providing insurance coverage for all acts, omissions and services

performed by Agency as described in this Agreement including insurance coverage for claims, suits, damages, fees or expenses (including the cost of defense, deductibles or self-insured retentions) arising out of an such acts, omissions and services. Further, Agency shall provide written proof of said coverage at the execution of this Agreement and any time thereafter on request of the Board of Education. The insurance provided by Agency shall be deemed primary coverage relating to the acts of Agency and not excess.

DISTRICT RESPONSIBILITY:

The District shall provide in-service for Universal Pre-K staff to support implementation of the Program including curriculum, instruction, planning and assessment.

The District will pay the Agency as follows:

1. An amount not to exceed \$17,600. for the services hereunder, payable \$550 per child monthly (not to exceed \$5500. annually) upon the Agency's submission of detailed invoices. The monthly payment will be based on the Agency providing services to students in programs established under the Statewide Full-Day Universal Pre-Kindergarten Grant.
2. The District and its authorized representatives shall have the right to conduct an audit of the Program consistent with applicable laws and regulation, which shall include, but not be limited to, having its designee visit the Agency's Program to view classes in operation, program functions and services, to inspect the site and facilities, and to review required paperwork that is kept on file. Any concerns with compliance will be put in writing. The Agency shall be responsible to correct any concerns
3. The District may terminate this agreement upon 30 days written notice to the Agency if any of the following conditions exist:
 - a. Failure to meet Universal Pre-K program standards; and/or
 - b. Failure to meet Universal Pre-K obligations pursuant to this Agreement
 - c. Failure to abide by all state regulatory agencies

The Agency may terminate this agreement at the end of the school year upon 30 days written notice to the District.

4. The District agrees to indemnify, defend and hold harmless the Agency, its officers and shareholders, from and against any and all liability, damage, cost and expense (including the reasonable cost of defense) incurred by, or imposed or attempted to be imposed on the Agency by reason of this Agreement and arising from claims for injury to persons, including wrongful death, or property damage, whether real or personal, occasioned by the negligence of the District, its officers, employees and agents.
5. This Agreement is made expressly contingent upon the availability of State funding for this program.
6. This Agreement is subject to, and shall comply with all applicable provisions of federal and state laws and regulations.
7. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Agency, including its officers and employees, is an independent contractor and not the District's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment provisions,

Federal Insurance Contributions Act(FICA), the Social Security Act, the Federal Unemployment Tax Act (FUTA), the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan. The District shall not be liable for any obligation incurred by the Agency, if any, including but not limited to unpaid minimum wages and/or overtime premiums.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the latest date written below:

Whispering Pines Preschool

Date:

Duanesburg Central School District

Date:

***Videoconferencing will be used at Hyatt Place Dallas North Galleria, 5229 Spring Valley Rd, Dallas TX 75254 – lobby, for the board meeting. The public may attend at either location.**

**** Anticipated Executive Session in high school room 123 following Regular Board meeting with no action anticipated being taken after. ****

DUANESBURG CENTRAL SCHOOL DISTRICT

TOWN OF DUANESBURG

February 26, 2019 **Board Meeting and Budget Work Session** 6:30 P.M. in Joe Bena Auditorium

Mission

We endeavor to provide students of every ability with the support, dedication and quality instruction they need as they strive for personal excellence and work to fulfill the dreams and aspirations they have for their future.

Board Goals

1. To provide opportunities to improve overall student success by both recognizing and developing student achievement in all areas.
2. Maintain and improve the district’s fiscal stability, delivering excellent educational results at a cost commensurate with the community's economic condition.
3. Continually evaluate, maintain and improve facilities that address the current and future needs of our district and provide students, employees and community members with an inviting, safe, efficient and modern infrastructure.
4. Expand methods to improve communication with parents and community members using multiple methods to promote proactive, interactive and meaningful two-way communication, including the use of the 21st century technologies.
5. Foster meaningful relationships with all stakeholders.
6. Continue to support the school district culture of a safe, welcoming and inclusive climate with a strong emphasis on effective strategies that support all students.

ROLL CALL:	Pres. Camille Siano Enders	VP Deb Grier – video	Kent Sanders
	Jennifer Sexton	Shayne Mitchell	Joshua Menzies
			Teresa Wood-Irvin

MEETING CALLED TO ORDER at 6:34 p.m. by President Siano Enders.

Also Present: Superintendent Macri, Business Official Rivenburg, Principal Conover, Principal Marvin, Athletic Director Hardenstine - absent

SALUTE TO THE FLAG

AGENDA CHANGES – additions and/or deletions – Addition of videoconferencing location

SUPERINTENDENT’S STATUS REPORT/UPDATE

- ❖ Budget presentation
- ❖ March 6th – wellness meeting
- ❖ UPK meeting night on 2/11 had 5 parents enroll children for 3/19 UPK start date.
- ❖ UPK team met 2/26. There will be another meeting night in April/partnering w/literacy program.
- ❖ Smart School money is finally coming - #1 purchase is chrome books & #2 is infrastructure-will replace & upgrade 7 network switches & 7 closets. We have 1100 chrome books now and with

the infrastructure upgrade, it will increase WiFi 10xs which is needed due to more technology. We front the money first & then recoup.

- ❖ Newsletter arrived, different approach with this issue & superintendent's photo on front.
- ❖ New theater system is in – new screen & podium.
- ❖ Viewed the school video – needs to be finalized a bit more & slowdown. The video will be shown during Duaneburg Day, posted on Twitter, FaceBook, town & county websites and local relators.
- ❖ There will be 2 Title IX officers effective 7/1/19, male and female.

Business Official Rivenburg

- ❖ Some E-rate money from the federal level has come in.

PRINCIPALS' REPORTS/UPDATES

Principal Conover

- ❖ Due to winter wonders, the play has been pushed back to 3/19 & 3/20.
- ❖ Zach Lawrence & Charlie Grygas will be coming over to do news show & interviews.
- ❖ Science fair end of March.
- ❖ The wellness week events were put together by the PTA; vaping presentation for the 5th & 6th graders, some of Cindy Rundblad's students came over & made smoothies, Dr. Evans also came in.

Principal Marvin

- ❖ Scheduling for this coming year is being looked at: AP Bio, CAP Pre AP English for 9th graders, AP Art, computer science course through Siena College. Currently offer 24 college, 7 AP, 11 DL courses. PLTW – offer only 2 courses due to Advanced Woodworking & Robotics courses.
- ❖ Robotics competition Thursday, Friday & Saturday.
- ❖ The SRO is a tremendous benefit/asset to Jodi, staff, students & parents.
- ❖ New Choices will be doing a presentation to students & is working with Jodi & the SRO (Eric).
- ❖ March 11, the NYS troopers will do a presentation on If you see something, say something.
- ❖ Wellness committee members Cindy Rundblad & Sondra Rondeau did PSA announcements with the high school kids for wellness week.
- ❖ Zach Lawrence won the NYS wrestling championship.
- ❖ Charlie Grygas came in 3rd place.

AD Hardenstine - out

PRIVILEGE OF THE FLOOR

PRESENTATION/APPROVAL OF BOE MINUTES FOR ACTION:

Recommendation that the Board of Education approve the minutes of the January 22, 2019 meeting as submitted.

Motion by Board Member Menzies, seconded by Board Member Mitchell.

In favor: 7

Opposed: 0

Motion Carried

NEW BUSINESS: BOE STANDING COMMITTEE REPORT – (2018-19 MEMBERS)

Audit Committee – Deb Grier (chair), Shayne Mitchell, Teresa Wood-Irvin

Buildings & Grounds Committee – Kent Sanders (chair), Shayne Mitchell, Jennifer Sexton –met with Frank & Jeff, viewed exterior of middle school & the façade is in need of repair, ES needs point work done-many patches

Education Committee – Jennifer Sexton (chair), Teresa Wood-Irvin, Deb Grier – reviewed new board goals, school charter, data trends, UPK, 6th grade is not moving to high school

Employee Relations Committee – Camille Siano Enders (chair), Kent Sanders, Deb Grier

Policy Committee – Joshua Menzies (chair), Teresa Wood-Irvin, Shayne Mitchell – progressing on the policy manual & working on the sexual harassment policy

Public Relations Committee – Deb Grier (chair), Jennifer Sexton – discussed signage for the school about the highways, a memorial for Coach Demasi, a BOE booth at Duanesburg Day

BOARD ITEM: Budget Work Session

FINANCIAL ITEMS:

- 1. Accept Claims Auditor’s Comments on January 29 and February 13, 2019 reports.

General Warrant	# 14	\$631,762.83
	15	149,543.20

Motion by Board Member Sanders, seconded by Board Member Sexton.

In favor: 7

Opposed: 0

Motion Carried

- 2. Approve Swim Team Agreement.

Recommendation that the Board of Education approve the agreement to continue the combined Varsity Swim Team between Berne-Knox-Westerlo CSD and Duanesburg CSD. This agreement is for the 2019-20, school year. The agreement shall not be binding on the parties until authorized and signed by each party’s respective representatives.

Motion by Board Member Menzies, seconded by Board Member Mitchell.

In favor: 7

Opposed: 0

Motion Carried

- 3. Accept Financial Reports.

Recommendation that the Duanesburg Board of Education accept the Appropriation Status, Budget Transfer, ECA (ending 12/31/18 and 1/31/19), Revenue Status and Treasurer’s reports as provided by the treasurer and recommended by the business official.

Motion by Board Member Sanders, seconded by Board Member Wood-Irvin.

In favor: 7

Opposed: 0

Motion Carried

PERSONNEL ITEMS:

- 1. Approve Appointments.

In favor: 6
Opposed: 0
Abstain: 1

Motion Carried

DISCUSSION:

Policy 6121 – Sexual Harassment in the Workplace with signature form – wording change on 1st page last paragraph, to be updated, reviewed and adopted at 3/12/19 meeting.

SRO

Draft Calendar for 2019-20

ADJOURNMENT of regular meeting with motion to move to executive session at 8:19 p.m.

Motion by Board Member Sanders, seconded by Board Member Sexton.

In favor: 7
Opposed: 0

Motion Carried

INTO ANTICIPATED EXECUTIVE SESSION at 8:20 p.m. to discuss personnel contract and proposed litigation regarding personnel issue.

OUT OF EXECUTIVE SESSION at 8:57P.M.

Motion by Board Member Sexton, seconded by Board Member Sanders.

In favor: 7
Opposed: 0

Motion Carried

Meeting adjourned at 8:58.

Motion by Board Member Sexton, seconded by Board Member Wood-Irvin.

In favor: 7
Opposed: 0

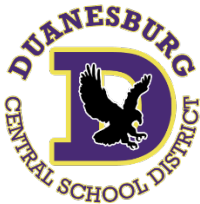
Motion Carried

Dates to remember:

- February 18 – 22-Presidents’ Day & winter recess – No School
- 25 -Winter Sports Ceremony, 6:00 pm, Joe Bena Auditorium
- 26 - BOE Meeting & Budget Work Session, Joe Bena Auditorium, 6:30 pm
- March 5 -Spring Blood Drive, HS
- 12 -BOE Meeting & Budget Work Session, Joe Bena Auditorium, 6:30 pm
- 13 -ES Musical, Joe Bena Auditorium, 6:30 pm
- 14 -ES Musical, Joe Bena Auditorium, 6:30 pm
- 15 -K-12 Interim Reports Posted
- 21 -ES Science Fair
- All-County Music Festival
- 22 -Staff Development Day – No Students
- 23 -All-County Music Festival
- 26 - BOE Meeting & Budget Work Session, Joe Bena Auditorium, 6:30 pm

Respectfully submitted,

Celeste E Junge
District Clerk



Complaint Form for Reporting Sexual Harassment

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for targets to report alleged incidents of sexual harassment. This form is intended to be used by both students and employees.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form to the best of your ability and submit it to the Building Principal or the Title IX Coordinator, Jeff Rivenburg in the District Office at 133 School Drive, Delanson, NY. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the district should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

YOUR INFORMATION (for all persons making a complaint)

Your Name: _____

Name of student (for parents/guardians): _____

Home Address: _____

Home or Cell Phone: _____

Email: _____

School (for students): _____

Grade/Class (for students): _____

Work Address (for employees): _____

Work Phone (for parents/guardians/employees): _____

Job Title (for employees): _____

Preferred Communication Method (please select one):

phone

email

mail

in person

SUPERVISOR INFORMATION (for employees)

Immediate Supervisor's Name: _____

Title: _____

Work Phone: _____

Work Address: _____

COMPLAINT INFORMATION (for all persons making a complaint)

1. Your complaint of Sexual Harassment is made against:

Name: _____

Job Title (if an employee): _____

Grade/Class (if a student): _____

School Address/Work Location (if known): _____

Phone (if known): _____

Relationship to you (please circle one below):

For employees – Supervisor / Subordinate / Co-Worker / Student / Other: _____

For students – Teacher / Other staff member / Other Student / Other: _____

(Please use additional sheets of paper if the complaint is against multiple people.)

2. Please describe what happened and how it is affecting you and your work or education. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) and location(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes _____ No _____

4. Please list the name and contact information (if known) of any witnesses or individuals who may have information related to your complaint:

The following question is optional, but may help the district's investigation.

5. Have you previously complained about or provided information (verbal or written) about sexual harassment or related incidents to the district? _____ Yes _____ No

If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Print Name: _____

Signature: _____

Date: _____

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

The District is committed to maintaining a discrimination-free work environment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace and is one component of the District's commitment to a discrimination-free work environment. The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school grounds, school buses or District vehicles, and at school-sponsored events, programs, or activities, including those that take place at locations off school premises. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school grounds, on personal devices, or during non-work hours.

What Constitutes Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, gender fluidity, and trans* identity.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or
- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
 2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and trans* identity, such as:
 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 2. Sabotaging an individual's work; and
 3. Bullying, yelling, or name-calling.

Prohibition of Retaliatory Behavior (Whistle-Blower Protection)

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making a verbal or informal complaint of harassment to a supervisor, building principal, other administrator, or the Civil Rights Compliance Officer (CRCO);
- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the CRCO. In the event the CRCO is the alleged harasser, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity, or to the Superintendent.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

Investigating Complaints

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. In the event that the CRCO is the alleged harasser, the complaint will be directed to another CRCO or District designee for investigation.
- b) If a complaint is verbal, encourage the individual to complete the complaint form, which is available on the District website, in writing. If he or she refuses, prepare a complaint form based on the verbal reporting.
- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) Create written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - 2. A list of names of those interviewed, along with a detailed summary of their statements;
 - 3. A timeline of events;
 - 4. A summary of prior relevant incidents, reported or unreported; and
 - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

If an investigation reveals that discrimination or harassment has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable laws and regulations, as well as any and all relevant codes of conduct, District policies and administrative regulations, collective bargaining agreements, and/or third-party contracts.

Annual Training

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney.

In addition to those outlined below, individuals may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file with DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The website contains information about filing the complaint online, by mail, or by email.

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq.

Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq.

29 CFR § 1604.11(a)

34 CFR Subtitle B, Chapter I

Civil Service Law § 75-B

Executive Law Article 15

Labor Law § 201-g

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District
#6122 -- Employee Grievances
#7551 -- Sexual Harassment of Students

1st reading and review: 2/26/19

2nd reading and review: 3/12/19

Adoption Date:

WHISPERING PINES PRESCHOOL
and
DUANESBURG CENTRAL SCHOOL
DISTRICT
For
CONTRACT YEAR 2019- JUNE 2020

BY AND BETWEEN the Duanesburg Central School District, with offices on 133 School Rd, Delanson, NY 12053, hereinafter referred to as the "District", and Whispering Pines Preschool, with program site on 2841 Thousand Acres Road, Delanson, NY 12053, hereinafter referred to as "the Agency".

WHEREAS, the District has applied for and has been provided with a grant under the New York State Education Department's Universal Pre-Kindergarten Program; and

WHEREAS, the District has determined that the Agency is a provider of pre-kindergarten services and wishes to contract with the Agency to provide a pre-school program for up to eight (8) children in a Universal Pre-Kindergarten Program:

NOW, THEREFORE, the parties agree as follows:

The Universal Pre-Kindergarten Program (hereinafter the "Program") will operate during the 2019-20 school year, from September 5, 2019 through June 26, 2020 and will be a full-day program (5.5 hours).

AGENCY RESPONSIBILITIES:

The Agency agrees to maintain and provide to the District's Office such documents and reports as are required by the District, including but not limited to:

- records of attendance of Universal Pre-K children, including daily attendance, absentee list and the reasons for absence, on a monthly basis;
- class lists of Universal Pre-K children that are updated regularly to ensure attendance and residency in the district;
- up-to-date licensing certificates required by the New York State Education department or other agency with jurisdiction;
- teacher certification, teaching assistant certification and child abuse clearance documents;
- proof of adequate liability insurance naming the Duanesburg Central School District, its officers, employees and agents, as additional named insured under such policy;
- a copy of the Agency's written discipline policy; and
- any other information deemed necessary by the District in conjunction with such program.

The Agency will ensure that the UPK curriculum is aligned with the New York State early learning Standards for Preschool. The Agency agrees to use the curriculum identified by the District. If the Agency so chooses to use an alternate curriculum, it must submit the curriculum for review and written approval by the District. This must take place within 30 days of entering into this agreement. In addition, the Agency is required to have reporting systems in place to ensure that parents are kept informed of their child's progress, as well as to determine the effectiveness of the program.

Developmental curriculum assessments will be compiled and the results of those assessments shall be sent to the District's Office

The Agency shall be responsible for completing a final program report annually, as well as annual expenditure reports.

The Agency must keep on file a copy of each Universal Pre-K child's current medical examination and immunization record.

The Agency must verify that it operates the Program aligned with the District's approved school calendar, unless otherwise agreed to. Any change in the school calendar, including an emergency closing, must be communicated to the District.

The Agency shall provide the Universal Pre-K children in full day programs with a snack.

The Agency must complete a cumulative folder for each Universal Pre-K child and forward that folder to the District by the end of June, 2020 or when a child leaves the Program before the end of the school year. The cumulative folder should contain all pertinent reports that would be helpful to the receiving kindergarten teacher, samples of the child's work and any evaluations conducted during the school year.

The Agency shall be responsible to provide supplies and equipment that are indicated for day to day operations.

The Agency must ensure that all staff meet the following qualification/certification requirements:

- Teachers must hold valid New York State Education Department B-2 teaching certification or must be supervised by a supervisor who is present on-site for the duration of the Universal Program and who possesses a valid B-2 teaching certificate.
- Non-certified teachers must have a written plan to obtain Birth - 2 certification valid for service in early childhood grades within five years.

Any change in certified staffing (reduction or addition) must be communicated in writing to the district upon date of hire or termination.

- Teaching Assistants must have a high school diploma or equivalent and six hours of college credit and must hold a valid New York State Education Department teaching assistant certificate.
- Teacher Aides must have a high school diploma or equivalent.

The Agency must meet class size requirements, as follows:

- For 18 children, there must be a teacher and a teaching assistant or teacher aide.
- For 19-20 children, there must be a teacher and two teaching assistants and/or teacher aides.

The Agency must ensure that the building and classrooms meet the requirements of the licensing agency.

The Agency agrees to indemnify, defend and hold harmless the District, its officers, employees and agents, from and against any and all liability, damage, cost and expense (including the reasonable cost of defense) incurred by, or imposed or attempted to be imposed on the District by reason of this Agreement and arising from claims for injury to persons, including wrongful death, or property damage, whether real or personal, occasioned by the negligence of the Agency, its officers, employees and agents.

It is understood and agreed that during the term of this Agreement and any renewal hereof, Agency shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate naming the Duanesburg Central School District, and its officers and employees, as additional insureds and providing insurance coverage for all acts, omissions and services

performed by Agency as described in this Agreement including insurance coverage for claims, suits, damages, fees or expenses (including the cost of defense, deductibles or self-insured retentions) arising out of an such acts, omissions and services. Further, Agency shall provide written proof of said coverage at the execution of this Agreement and any time thereafter on request of the Board of Education. The insurance provided by Agency shall be deemed primary coverage relating to the acts of Agency and not excess.

DISTRICT RESPONSIBILITY:

The District shall provide in-service for Universal Pre-K staff to support implementation of the Program including curriculum, instruction, planning and assessment.

The District will pay the Agency as follows:

1. An amount not to exceed \$44,000. for the services hereunder, payable \$550 per child monthly (not to exceed \$5500. annually) upon the Agency's submission of detailed invoices. The monthly payment will be based on the Agency providing services to students in programs established under the Statewide Full-Day Universal Pre-Kindergarten Grant.
2. The District and its authorized representatives shall have the right to conduct an audit of the Program consistent with applicable laws and regulation, which shall include, but not be limited to, having its designee visit the Agency's Program to view classes in operation, program functions and services, to inspect the site and facilities, and to review required paperwork that is kept on file. Any concerns with compliance will be put in writing. The Agency shall be responsible to correct any concerns
3. The District may terminate this agreement upon 30 days written notice to the Agency if any of the following conditions exist:
 - a. Failure to meet Universal Pre-K program standards; and/or
 - b. Failure to meet Universal Pre-K obligations pursuant to this Agreement
 - c. Failure to abide by all state regulatory agencies

The Agency may terminate this agreement at the end of the school year upon 30 days written notice to the District.

4. The District agrees to indemnify, defend and hold harmless the Agency, its officers and shareholders, from and against any and all liability, damage, cost and expense (including the reasonable cost of defense) incurred by, or imposed or attempted to be imposed on the Agency by reason of this Agreement and arising from claims for injury to persons, including wrongful death, or property damage, whether real or personal, occasioned by the negligence of the District, its officers, employees and agents.
5. This Agreement is made expressly contingent upon the availability of State funding for this program.
6. This Agreement is subject to, and shall comply with all applicable provisions of federal and state laws and regulations.
7. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Agency, including its officers and employees, is an independent contractor and not the District's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment provisions,

Federal Insurance Contributions Act(FICA), the Social Security Act, the Federal Unemployment Tax Act (FUTA), the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan. The District shall not be liable for any obligation incurred by the Agency, if any, including but not limited to unpaid minimum wages and/or overtime premiums.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the latest date written below:

Whispering Pines Preschool

Date:

Duanesburg Central School District

Date:

Paul G. Carr & Associates
Engineering and Management Consultants
215 Washington Street, Suite 011
Watertown, New York 13601

March 6, 2019

Mr. Frank Macri, Superintendent
Duanesburg Central School District
133 School Road
Delanson, NY 12053

Re: – Duaneburg Central School District Lawn Restoration Project

Dear Mr. Macri:

This letter will provide background on our services and may serve as a proposal to serve as Project Designer and Owner's Representative to assist the District in restoring the lawn at the Jr/Sr High Campus.

Fees:

The typical fees for these services can vary greatly. In very general terms these services typically fall within a range of \$15,000 to \$20,000. Our services are provided on an hourly basis at the rates stated below and will be billed in accordance with the attached terms of service. Any unforeseen conditions discovered during the Project will impact the time required.

Please review the Conditions of Professional Engagement, which are attached. If acceptable by the District, please sign a copy of this letter and return them to me. If there are any questions, I would be pleased to speak with you.

Sincerely,



William F. Walker
Associate
(617) 823-9182

Terms and conditions accepted by:

.....
Signature

.....
Date

NAFE Standard Terms and Conditions

1. The client agrees to inform the engineer of all history, facts, relationships and circumstances relevant to this agreement or to the engineer's assignment, which are available to the client.
2. The client shall be responsible for providing complete and accurate information regarding the nature, extent and objectives of the assignment to the consultant.
3. The client agrees to be responsible for and to make all necessary provisions for the engineer to have access upon such land as is necessary for the engineer to perform investigations and other services.
4. The engineer agrees that client's identification and all information obtained from the client is and shall remain confidential and that the engineer shall not release any information to any third party without the express permission of the client or a specific court order or subpoena.
5. The client agrees that the engineer's name and identity may not be used in connection with this or any other case, in negotiations or otherwise, without payment of the engineer's minimum fees.
6. The engineer shall keep detailed records of the investigation undertaken with respect to the incident in question, which records shall include notes, sketches, drawings, photographs, & videotapes as may be necessary to illustrate the findings of the engineer.
7. Research, reports, drawings, photographs, and other documents prepared by the engineer are instruments of service and shall, unless otherwise agreed, remain the property of the engineer. The client may retain copies, but the information contained therein may not be used on any other case or project without the express written consent of the engineer,
8. All time is measured portal to portal.
9. The individual signing this letter of work authorization/contract/letter of agreement warrants his or her authority to bind the firm.
10. The client is responsible for paying all fees and expenses of the engineer related to the engagement as are directed or authorized by the client. This shall include activities in response to discovery efforts by other parties.
11. Fees and expenses will be billed as time and expenses accrue unless other arrangements are made with the firm.
 - a. Paul G. Carr, Ph.D., P.E. - \$225.00 per hour
 - b. Engineering Associate [P.E.] - \$200.00 per hour
 - c. Associate - \$175.00 per hour
 - d. Expenses – At cost

12. Payments for invoices shall be due and payable within thirty (30) days of receipt of each such invoice.
13. Unless expressly agreed by the engineer in writing, any estimates for services whether oral or written, are for the client's budgeting purposes only and are not quotes, which are binding on the engineer. However they represent the Engineer's professional judgment of the probable cost of services.
14. The Conditions of Professional Engagement (Contract) shall be interpreted according to the laws of the State of New York.
15. The engineer will provide the client with services in accordance with generally accepted standards of professional practice prevailing at the date of this agreement.
16. Any opinions, which may be given by the forensic engineer, are given only in the context of being potentially useful as testimony in court. Because standards of proof for admissibility may differ from standards of certainty in the engineer's practice area, caution and inquiry may be appropriate before utilizing the engineer's opinion in any specific application.
17. These terms and conditions, including the form of fee schedule, were derived from material copyrighted by the National Academy of Forensic Engineers. The Academy reserves all rights to its copyrighted forms, except that members in good standing are automatically licensed by the Academy to use its forms in part or in whole provided this paragraph is reprinted in its entirety therein.