




JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT

Colleen Frawley
Director of Special Education
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TO: Mr. James Froio, Superintendent
Members of the Board of Education

FROM: Colleen Frawley, Director of Special Education 

RE: CSE Determinations for August 14, 2019 Board Meeting

DATE: August 7, 2019

April 11, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2973** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Resource Room 5 times per week, Speech Therapy one time per week, and Additional Adult Support in ELA, Math, and Social Studies 5 times per week. All other supports and services are appropriate at this time.

April 24, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2892** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Resource Room 5 times per week. All other supports and services are appropriate at this time.

May 4, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2191** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is that all current supports and services are appropriate at this time.

May 6, 2019 CSE Determinations
Transfer Student/Annual Review Meeting

- **Case # 3085** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, and Consultation with the Vision Therapist 6 times per year. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2669** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is that all current supports and services are appropriate at this time.

May 9, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2660** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to change this student's classification to Other Health Impaired and add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, and Speech Therapy 2 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 3046** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, Speech Therapy 2 times per week, and Counseling one time per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2849** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to change this student's classification to Learning Disabled and add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, Speech Therapy 2 times per week, Occupational Therapy 2 times per month, and an Occupational Therapy Consultation one time per month. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2554** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week and Resource Room 5 times per week. All other supports and services are appropriate at this time.

May 22, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2957** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to classify this student as Learning Disabled and add Special Class 15:1 ELA and Math 5 times per week, Additional Adult Support 5 times per week, and Speech Therapy 2 times per week. All other supports and services are appropriate at this time.

May 28, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2174** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 12:1+1 5 times per week and Counseling 2 times per month. All other supports and services are appropriate at this time.

May 29, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2924** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, Additional Adult Support in Math, Science, Social Studies, and Spanish 5 times per week, and Speech Therapy 2 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2956** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA and Math 5 times per week and Additional Adult Support in Science and Social Studies 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2935** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Resource Room 5 times per week, Additional Adult Support in ELA, Math, Science and Social Studies 5 times per week, and Speech Therapy 2 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2651** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, and Additional Adult Support in Social Studies 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2885** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to classify this student as Other Health Impaired and add Resource Room 5 times per week and an Occupational Therapy Consultation one time per month. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2647** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to change this student's classification to Learning Disabled and add Special Class 15:1 ELA and Math 5 times per week and Resource Room 5 times per week. All other supports and services are appropriate at this time.

May 30, 2019 CSE Determinations
Annual Review Meeting

- **Case # 3000** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA and Math 5 times per week and Additional Adult Support in Science and Social Studies 5 times per week. All other supports and services are appropriate at this time.

June 3, 2019 CSE Determinations
Annual Review Meeting

- **Case # 3028** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to change this student's classification from Learning Disabled to Other Health Impaired and add Special Class 8:1+1 5 times per week and Counseling one time per week. All other supports and services are appropriate at this time.

June 5, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2974** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 8:1+1 5 times per week, a 1:1 Aide 5 times per week, and Counseling 2 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2601** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 8:1+1 5 times per week, Additional Adult Support 5 times per week, and Counseling 2 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 3036** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 8:1+1 5 times per week, Additional Adult Support 5 times per week, Speech Therapy 2 times per week, Occupational Therapy 4 times per week, and Counseling 2 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

June 12, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2866** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 12:1+1 5 times per week, a 1:1 Aide 5 times per week, Speech Therapy one time per week, Occupational Therapy Consultation 4 times per year, and Counseling one time per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2807** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA and Math 5 times per week, Resource Room 5 times per week, Additional Adult Support in Science and Social Studies 5 times per week, and Occupational Therapy one time per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 3035** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to declassify this student from Special Education Services.

June 17, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2827** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA and Math 5 times per week, Resource Room 5 times per week and Additional Adult Support in Science and Social Studies 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2775** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Education Consultant Teacher Indirect 2 times per month, Occupational Therapy 2 times per week, and Physical Therapy 2 times per week. All other supports and services are appropriate at this time.

June 18, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2689** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 6:1+1 5 times per week, a 1:1 Aide 5 times per week, Adapted Physical Education 2 times per week, Physical Therapy 2 times per week, Occupational Therapy 3 times per week, and Speech Therapy 4 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2881** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, and Additional Adult support in Science 5 times per week. All other supports and services are appropriate at this time.

June 19, 2019 CSE Determinations

Annual Review Meeting

- **Case # 3042** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 6:1+1 5 times per week, a 1:1 Aide

5 times per week, Speech Therapy one time per week, Counseling 2 times per week, and an Occupational Therapy consult one time per month. ESY Services are recommended. All other supports and services are appropriate at this time.

June 20, 2019 CSE Determinations

Annual Review Meeting

- **Case # 3058** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Additional Adult Support in ELA, Math, Science, and Social Studies 5 times per week and Counseling 2 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2971** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, Speech Therapy 2 times per week, and Audiology Consults 10 times per year. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2838** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, Additional Adult Support in Math, Science, Social Studies, and Spanish 5 times per week, and Counseling one time per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2963** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Resource Room 5 times per week, and Additional Adult Support in Math, Science, Social Studies 5 times per week. All other supports and services are appropriate at this time.

June 21, 2019 CSE Determinations

Initial Eligibility Determination Meeting

- **Case # 3084** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Class 15:1 ELA 5 times per week, Additional Adult Support 5 times per week, and an Occupational Therapy screening. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 3059** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to submit a referral to BOCES for a 12:1+1 placement. All other supports and services are appropriate at this time.

Initial Eligibility Determination Meeting

- **Case # 3089** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to classify this student as a Preschooler with a Disability and add a Special Education Itinerant Teacher 3 times per week, Speech Therapy 3 times per week, and an Occupational Therapy evaluation. All other supports and services are appropriate at this time.

Initial Eligibility Determination Meeting

- **Case # 3090** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is that this student does not qualify for Special Education Services.

August 2, 2019 CPSE Determinations
Transfer Student/Program Review Meeting

- **Case # 3094** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Special Education Integrated Setting 5 times per week and Occupational Therapy 2 times per week. All other supports and services are appropriate at this time.

Initial Eligibility Determination Meeting

- **Case # 3092** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to classify this student as a Preschooler with a Disability and add Special Education Itinerant Teacher one time per week and Occupational Therapy 2 times per week. All other supports and services are appropriate at this time.

Initial Eligibility Determination Meeting

- **Case # 3093** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to classify this student as Speech/Language Impaired and add Speech Therapy 3 times per week. All other supports and services are appropriate at this time.

Jordan-Elbridge Central School District
 Summary of all Accounts
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Fund	Balance 5/31/2019	Balance 6/30/2019
General Fund-Lyons	294,641.25	135,333.34
General Fund-NOW-CCTC	2,613,484.40	490,123.96
General Fund-Tax Acct-CCTC	-	-
General Fund-ICS-CCTC	3,430,815.27	2,107,284.77
General Fund-Reserve-CCTC	4,075,063.69	4,305,445.31
School Food Service Fund-Lyons	35,369.11	57,297.42
Debt Service Fund-CCTC	1,117,361.44	1,129,881.02
Capital Fund-CCTC	696.66	2,018.90
Capital Fund-ICS-CCTC	7,920.41	756,988.45
Special Aid Fund-CCTC	4,277.68	10,224.80
Payroll Account-CCTC	49.34	(465.12)
Trust & Agency-CCTC	19,886.32	27,245.94
Private Purpose Trust-Checking-Lyons	24,854.20	24,354.71
Extraclassroom Activity Acct-High School-Lyons	67,060.93	60,603.97
Extraclassroom Activity Acct-Middle School-Lyons	12,312.73	15,538.77
	\$ 11,703,793.43	\$ 9,121,876.24

This is to certify that the cash balances above are in agreement with the bank statements, as reconciled.

Suzanne Miller
 Treasurer

7/11/19
 Date

Received by the Board of Education and entered as part of the minutes of the board meeting held.

 Clerk of Board of Education

 Date

Jordan-Elbridge Central School District
General Fund
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - A 205	Lyons xxxx4460
Total available balance, prior month	Reconciliation with bank statement:
294,641.25	Balance per bank statement 135,333.34
Receipts during month: 0.00	Less outstanding checks 0.00
Taxes collected 0.00	Plus deposits in transit 0.00
Receipts (cash) 687.00	Other items 0.00
Interest earned 5.09	Available balance 135,333.34
Subtotal - 692.09	
Total Receipts, plus beginning balance 295,333.34	
Disbursements during month:	
Transfer to School Food Service account (60,000.00)	
Transfer to General Fund - CCTC (100,000.00)	
NSF checks and fees 0.00	
Total Disbursements (160,000.00)	
Cash Balance, per books 135,333.34	Reconciled bank Balance 135,333.34

Jordan-Elbridge Central School District
General Fund-NOW
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - A 203	
Total available balance, prior month	2,613,484.40
Receipts during month:	
Transfers from district accounts	3,300,000.00
Cash receipts	478,129.22
Retiree health insurance	7,710.28
School Lunch Reimb	32,438.00
Excess Cost Aid	231,275.75
COG Grant '18-19	31,425.38
Medicaid	15,993.93
General Aid	1,107,073.74
Interest earned	83.53
Subtotal -	5,204,129.83
Total Receipts, plus beginning balance	7,817,614.23
Disbursements during month:	
Postage	(5,000.00)
Warrants #A-28, 60, 63, 65, 69, 70	(1,831,290.27)
Transfer to district accounts	(5,491,200.00)
Total Disbursements	(7,327,490.27)
Cash Balance, per books	490,123.96

CCTC xxxx5859	
Reconciliation with bank statement:	
Balance per bank statement	1,027,252.29
Less outstanding checks	(526,854.70)
Plus deposits in transit	0.00
Other items	(10,273.63)
Available balance	490,123.96
Reconciled bank Balance	490,123.96

Jordan-Elbridge Central School District
General Fund-Tax Account
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - A 204	CCTC xxx5824
Total available balance, prior month	Reconciliation with bank statement:
0.00	Balance per bank statement
Receipts during month:	Less outstanding checks
Taxes collected	Plus deposits in transit
0.00	Other items
0.00	0.00
Total Receipts, plus beginning balance	Available balance
0.00	0.00
Disbursements during month:	
Transfer to other District accounts	0.00
NSF checks	0.00
Total Disbursements	0.00
Cash Balance, per books	Reconciled bank Balance
0.00	0.00

Jordan-Elbridge Central School District
 General Fund - ICS
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - A 230.1	CCTC Bank xxx319
Total available balance, prior month	Reconciliation with bank statement:
3,430,815.27	Balance per bank statement 2,107,284.77
Receipts during month:	Less outstanding checks 0.00
Transfer from General Fund- Now-CCTC	Plus deposits in transit 0.00
2,100,000.00	Other items 0.00
Interest earned	Available balance 2,107,284.77
3,469.50	
Subtotal -	
2,103,469.50	
Total Receipts, plus beginning balance	
5,534,284.77	
Disbursements during month:	
Transfer to other District accounts	
(3,427,000.00)	
Total Disbursements	
Cash Balance, per books	Reconciled bank Balance
2,107,284.77	2,107,284.77

Jordan-Elbridge Central School District
 General Fund Reserve - ICS
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - A 230	CCTC Bank xxx5514
Total available balance, prior month	Reconciliation with bank statement:
4,075,063.69	Balance per bank statement 4,305,445.31
Receipts during month:	Less outstanding checks 0.00
Transfer from General Fund-CCTC	Plus deposits in transit 0.00
227,000.00	Other items 0.00
Interest earned	Available balance
3,381.62	4,305,445.31
Subtotal -	
230,381.62	
Total Receipts, plus beginning balance	
4,305,445.31	
Disbursements during month:	
Transfer to district accounts	
0.00	
Total Disbursements	
0.00	
Cash Balance, per books	Reconciled bank Balance
4,305,445.31	4,305,445.31

Jordan-Elbridge Central School District
 School Food Service Fund
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - C 201

<u>Total available balance, prior month</u>	\$ 35,369.11
Receipts during month:	
School Food Service Deposits	6,150.23
Online School Food Service Payments	3,709.13
Transfers from other accounts	60,000.00
Interest earnings	1.15
<u>Subtotal</u>	<u>69,860.51</u>
Total Receipts, plus beginning balance	<u>105,229.62</u>
Disbursements during month:	
Warrant #C-15	(47,932.20)
<u>Total Disbursements</u>	<u>(47,932.20)</u>
<u>Cash Balance, per books</u>	<u>57,297.42</u>

Lyons Bank - account xxxx4478

Reconciliation with bank statement:	
Balance per bank statement	57,297.42
Less outstanding checks	0.00
Plus deposits in transit	0.00
<u>Other items</u>	<u>0.00</u>
<u>Available balance</u>	<u>57,297.42</u>
 <u>Reconciled bank Balance</u>	 <u>57,297.42</u>

Jordan-Elbridge Central School District
 Debt Service Fund
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - V 202	CCTC - ICS account xxx5492
Total available balance, prior month	Reconciliation with bank statement:
1,117,361.44	Balance per bank statement 1,129,881.02
Receipts during month:	Less outstanding checks 0.00
Transfer from other funds	Plus deposits in transit 0.00
11,600.00	Other items 0.00
Interest earned	
919.58	
Subtotal -	Available balance
12,519.58	1,129,881.02
Total Receipts, plus beginning balance	
1,129,881.02	
Disbursements during month:	
Interfund transfer to General Fund per budget	0.00
0.00	
Total Disbursements	0.00
0.00	
Cash Balance, per books	Reconciled bank Balance
1,129,881.02	1,129,881.02

Jordan-Elbridge Central School District
 Capital Fund
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - H 202	
Total available balance, prior month	696.66
Receipts during month:	
Transfer from other accounts	178,500.00
Receipts	0.00
Interest	0.61
Subtotal -	178,500.61
Total Receipts, plus beginning balance	179,197.27
Disbursements during month:	
Warrant #H-18 & H-19	(177,178.37)
Transfer to General Now	0.00
Total Disbursements	(177,178.37)
Cash Balance, per books	2,018.90

CCTC - Capital fund account xxxx5913	
Reconciliation with bank statement:	
Balance per bank statement	150,231.32
Less outstanding checks	(148,212.42)
Plus deposits in transit	0.00
Other items	0.00
Available balance	2,018.90
Reconciled bank Balance	2,018.90

Jordan-Elbridge Central School District
 Capital Fund - ICS
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - H 203	CCTC Bank xxxx859
Total available balance, prior month	Reconciliation with bank statement:
7,920.41	Balance per bank statement 756,988.45
Receipts during month:	Less outstanding checks 0.00
Transfer from Capital Fund Checking	Plus deposits in transit 0.00
749,000.00	Other items 0.00
Interest earned	Available balance 756,988.45
68.04	
Subtotal -	
749,068.04	
Total Receipts, plus beginning balance	
756,988.45	
Disbursements during month:	
Transfer to Capital Fund Checking	0.00
0.00	0.00
Total Disbursements	0.00
0.00	0.00
Cash Balance, per books	Reconciled bank Balance
756,988.45	756,988.45

Jordan-Elbridge Central School District
Special Aid Fund
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - F 201		CCTC - Special Aid fund account xxxx5875
Total available balance, prior month	4,277.68	Reconciliation with bank statement:
Receipts during month:		Balance per bank statement
Transfers	36,000.00	33,219.68
Interest income	0.05	Less outstanding checks
Subtotal -	36,000.05	(22,994.88)
		Plus deposits in transit
		0.00
		Other items
		0.00
		Available balance
		10,224.80
Total Receipts, plus beginning balance	40,277.73	
Disbursements during month:		
Warrant #F-18 & F-19	(30,052.93)	
Total Disbursements	(30,052.93)	
Cash Balance, per books	10,224.80	Reconciled bank Balance
		10,224.80

Jordan-Elbridge Central School District
 Payroll Account
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books - T 202	CCTC - Payroll Account xxxx5891
Total available balance, prior month	Reconciliation with bank statement:
49.34	Balance per bank statement 152,470.32
Receipts during month:	Less outstanding checks (152,935.44)
Transfer from other accounts 1,666,100.00	Plus deposits in transit 0.00
Void check 1866.53	
Direct Deposit returned 0.00	Other items
Deposits 0.00	Available balance 465.12
Interest income 8.79	
Subtotal - 1,667,975.32	
Total Receipts, plus beginning balance 1,668,024.66	
Disbursements during month:	
06/14/19 payroll (net) (436,109.00)	
06/26/19 JETA payroll (912,845.05)	
06/28/19 payroll (net) (186,829.20)	
06/30/2019 payroll (129,264.18)	
6/17/19 Reissue & reversal check of 6/14/19 (3,733.06)	
6/26/19 Void DD & reissue check 290.71	
Total Disbursements (1,668,489.78)	
Cash Balance, per books 465.12	Reconciled bank Balance 465.12

Jordan-Elbridge Central School District
Trust & Agency Account
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - T 201	CCTC - Trust & Agency Account xxxx5476
Total available balance, prior month	Reconciliation with bank statement:
19,886.32	Balance per bank statement 90,517.72
Receipts during month:	Less outstanding checks (21,379.44)
Transfer from other accounts	Plus deposits in transit 0.00
750,000.00	Other items 41,892.34
Receipts	Available balance 27,245.94
0.00	
Interest income	
3.54	
Subtotal -	
750,003.54	
Total Receipts, plus beginning balance	
769,889.86	
Disbursements during month:	
ProFlex Disbursements	(5,613.82)
Warrant #T-25, -26, -27, -28	(2,401,786.82)
Less net payroll	1,664,756.72
Total Disbursements	(742,643.92)
(742,643.92)	
Cash Balance, per books	Reconciled bank Balance
27,245.94	27,245.94

Jordan-Elbridge Central School District
Private Purpose Trust Account
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books - TE 200

<u>Total available balance, prior month</u>	<u>\$ 24,854.20</u>
Receipts during month:	
Interest earnings	0.60
<u>Subtotal</u>	<u>\$0.51</u>
Total Receipts, plus beginning balance	<u>\$24,854.71</u>
Disbursements during month:	
Warrants - #TE-3	(500.00)
<u>Total Disbursements</u>	<u>(500.00)</u>
<u>Cash Balance, per books</u>	<u>\$24,354.71</u>

Lyons Bank - Scholarship account xxxx4616

Reconciliation with bank statement:	
Balance per bank statement	\$24,954.71
Less outstanding checks	(600.00)
Plus deposits in transit	0.00
Other items	0.00
<u>Available balance</u>	<u>\$24,354.71</u>
<u>Reconciled bank Balance</u>	<u>\$24,354.71</u>

Jordan-Elbridge Central School District
 Extra-Classroom Activity Account - High School
 Treasurer's Monthly Report
 For the Period - June 1, 2019 - June 30, 2019

Internal books	
	\$ 67,060.93
Receipts during month:	3,500.74
Interest earnings	1.37
Subtotal	3,502.11
Total Receipts, plus beginning balance	70,563.04
Disbursements during month:	(9,959.07)
NSF & Fees	0.00
Total Disbursements	(9,959.07)
Cash Balance, per books	60,603.97

Lyons Bank - H.S. ECA account xxxx9325	
Reconciliation with bank statement:	
Balance per bank statement	64,671.91
Less outstanding checks	(4,067.94)
Plus deposits in transit	0.00
Other items	0.00
Available balance	60,603.97
Reconciled bank Balance	60,603.97

Jordan-Elbridge Central School District
Extra-Classroom Activity Account - Middle School
Treasurer's Monthly Report
For the Period - June 1, 2019 - June 30, 2019

Internal books -

<u>Total available balance, prior month</u>	<u>12,312.73</u>
Receipts during month:	4,215.15
Interest earnings	0.27
<u>Subtotal</u>	<u>0.27</u>
Total Receipts, plus beginning balance	<u>16,528.15</u>
Disbursements during month:	(989.38)
<u>Total Disbursements</u>	<u>(989.38)</u>
<u>Cash Balance, per books</u>	<u>15,538.77</u>

Lyons Bank - M.S. ECA account xxxx0693

Reconciliation with bank statement:

Balance per bank statement	15,228.77
Less outstanding checks	0.00
Plus deposits in transit	310.00
Other items	0.00
<u>Available balance</u>	<u>15,538.77</u>

<u>Reconciled bank Balance</u>	<u>15,538.77</u>
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JORDAN - ELBRIDGE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1010.400-00-000</u>	BOE Contractual Expenses		7,800.00	-1,260.50	6,539.50	5,427.38	500.00	612.12
<u>A 1010.450-00-000</u>	BOE Materials & Supplies		1,000.00	300.00	1,300.00	1,065.38	0.00	234.62
1010	BOARD OF EDUCATION	*	8,800.00	-960.50	7,839.50	6,492.76	500.00	846.74
<u>A 1040.160-00-000</u>	District Clerk Salary		5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
<u>A 1040.400-00-000</u>	District Clerk Contractual Expenses		2,600.00	0.00	2,600.00	1,386.67	0.00	1,213.33
<u>A 1040.450-00-000</u>	District Clerk Materials & Supplies		450.00	0.00	450.00	0.00	0.00	450.00
1040	DISTRICT CLERK	*	8,550.00	0.00	8,550.00	6,886.67	0.00	1,663.33
<u>A 1060.400-00-000</u>	District Meeting Contractual Expense		2,450.00	0.00	2,450.00	1,396.07	800.00	253.93
<u>A 1060.450-00-000</u>	District Meeting Materials & Supplies		300.00	0.00	300.00	52.90	0.00	247.10
1060	DISTRICT MEETING	*	2,750.00	0.00	2,750.00	1,448.97	800.00	501.03
<u>A 1240.150-00-000</u>	Superintendent Salary		154,900.00	0.00	154,900.00	154,895.77	0.00	4.23
<u>A 1240.152-00-000</u>	Superintendent Mileage/Insurance		9,000.00	0.00	9,000.00	9,000.00	0.00	0.00
<u>A 1240.160-00-000</u>	Superintendent Office Salaries		46,065.00	0.00	46,065.00	45,899.00	0.00	166.00
<u>A 1240.164-00-000</u>	Superintendent Non Instructional OT		200.00	0.00	200.00	96.97	0.00	103.03
<u>A 1240.400-00-000</u>	Superintendent Contractual		9,000.00	650.00	9,650.00	8,504.86	448.00	697.14
<u>A 1240.450-00-000</u>	Superintendent Materials & Supplies		1,200.00	-628.00	572.00	528.10	0.00	43.90
1240	CHIEF SCHOOL ADMINISTRATOR	*	220,365.00	22.00	220,387.00	218,924.70	448.00	1,014.30
<u>A 1310.160-00-000</u>	Business Office Support Salaries		136,500.00	9,068.00	145,568.00	132,666.43	0.00	12,901.57
<u>A 1310.164-00-000</u>	Business Non Instructional Overtime		500.00	0.00	500.00	144.43	0.00	355.57
<u>A 1310.400-00-000</u>	Business Contractual Expenses		2,800.00	1,150.00	3,950.00	1,840.40	1,200.00	909.60
<u>A 1310.450-00-000</u>	Business Office Materials & Supplies		6,400.00	139.34	6,539.34	2,821.96	59.09	3,658.29
<u>A 1310.490-00-000</u>	BOCES Business Office Services		89,140.00	-14,668.00	74,472.00	54,841.49	0.00	19,630.51
1310	BUSINESS ADMINISTRATION	*	235,340.00	-4,310.66	231,029.34	192,314.71	1,259.09	37,455.54
<u>A 1320.400-00-000</u>	Auditing Contractual Expenses		23,350.00	12,550.00	35,900.00	22,200.00	13,195.00	505.00
1320	AUDITING	*	23,350.00	12,550.00	35,900.00	22,200.00	13,195.00	505.00
<u>A 1325.160-00-000</u>	Treasurer Salaries		26,160.00	100.00	26,260.00	26,259.00	0.00	1.00
<u>A 1325.400-00-000</u>	Treasurer Contractual Expenses		500.00	0.00	500.00	0.00	0.00	500.00
1325	TREASURER	*	26,660.00	100.00	26,760.00	26,259.00	0.00	501.00
<u>A 1330.160-00-000</u>	Tax Collector Salaries		0.00	1,500.00	1,500.00	1,500.00	0.00	0.00
<u>A 1330.400-00-000</u>	Tax Collector Contractual Expense		15,000.00	0.00	15,000.00	9,818.11	0.00	5,181.89
1330	TAX COLLECTOR	*	15,000.00	1,500.00	16,500.00	11,318.11	0.00	5,181.89
<u>A 1345.160-00-000</u>	Purchasing Salaries		4,630.00	0.00	4,630.00	4,500.00	0.00	130.00
<u>A 1345.400-00-000</u>	Purchasing Contractual Expenses		230.00	0.00	230.00	5.00	0.00	225.00

JORDAN - ELBRIDGE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1345.490-00-000</u>	BOCES Purchasing Services		4,020.00	0.00	4,020.00	3,826.00	0.00	194.00
1345	PURCHASING	*	8,880.00	0.00	8,880.00	8,331.00	0.00	549.00
<u>A 1420.400-00-000</u>	Legal Services		75,000.00	8,713.66	83,713.66	54,286.11	8,000.14	21,427.41
<u>A 1420.401-00-000</u>	Financial Advisor		8,000.00	550.00	8,550.00	0.00	0.00	8,550.00
<u>A 1420.490-00-000</u>	BOCES Legal Services		37,000.00	0.00	37,000.00	26,443.02	0.00	10,556.98
1420	LEGAL	*	120,000.00	9,263.66	129,263.66	80,729.13	8,000.14	40,534.39
<u>A 1430.160-00-000</u>	Personnel Support Salaries		49,160.00	4,045.00	53,205.00	53,202.84	0.00	2.16
<u>A 1430.400-00-000</u>	Personnel Support Contractual		30,500.00	4,500.00	35,000.00	30,666.36	4,230.23	103.41
<u>A 1430.450-00-000</u>	Personnel Materials & Supplies		1,250.00	448.66	1,698.66	1,182.10	107.98	408.58
<u>A 1430.490-00-000</u>	BOCES Personnel Services		23,000.00	-4,000.00	19,000.00	18,696.00	0.00	304.00
1430	PERSONNEL	*	103,910.00	4,993.66	108,903.66	103,747.30	4,338.21	818.15
<u>A 1460.450-00-000</u>	Records Management Materials		6,000.00	0.00	6,000.00	4,471.80	0.00	1,528.20
1460	RECORDS MANAGEMENT OFFICER	*	6,000.00	0.00	6,000.00	4,471.80	0.00	1,528.20
<u>A 1480.400-00-000</u>	Public Info Contractual Expenses		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 1480.450-00-000</u>	Public Info Materials & Supplies		500.00	0.00	500.00	7.96	0.87	491.17
<u>A 1480.490-00-000</u>	BOCES Public Info Services		93,250.00	1,900.00	95,150.00	94,213.05	0.00	936.95
1480	PUBLIC INFORMATION & SERVICES	*	94,750.00	1,900.00	96,650.00	94,221.01	0.87	2,428.12
<u>A 1620.160-00-000</u>	Operation of Plant Salaries		662,000.00	-4,900.00	657,100.00	625,775.49	0.00	31,324.51
<u>A 1620.164-00-000</u>	Operation of Plant Overtime		40,000.00	0.00	40,000.00	33,172.72	0.00	6,827.28
<u>A 1620.167-00-000</u>	Operation of Plant Summer Help		44,900.00	0.00	44,900.00	28,220.40	0.00	16,679.60
<u>A 1620.200-00-000</u>	Operation of Plant Equipment		64,000.00	-90.00	63,910.00	63,902.70	0.00	7.30
<u>A 1620.400-00-000</u>	Operation of Plant Contractual Expense		84,000.00	22,309.39	106,309.39	96,635.14	9,531.50	142.75
<u>A 1620.420-00-000</u>	Electricity		300,000.00	-85,055.00	214,945.00	189,047.90	0.00	25,897.10
<u>A 1620.421-00-000</u>	Natural Gas		135,000.00	-4,900.00	130,100.00	95,100.69	0.00	34,999.31
<u>A 1620.422-00-000</u>	Water & Sewer		18,500.00	744.99	19,244.99	17,710.29	0.00	1,534.70
<u>A 1620.425-00-000</u>	Trash Removal		21,250.00	-3,288.42	17,961.58	13,159.79	4,530.52	271.27
<u>A 1620.450-00-000</u>	Operations of Plant Materials & Supply		80,000.00	61,250.82	141,250.82	106,387.39	34,764.00	99.43
1620	OPERATION OF PLANT	*	1,449,650.00	-13,928.22	1,435,721.78	1,269,112.51	48,826.02	117,783.25
<u>A 1621.160-00-000</u>	Maintenance Salaries		183,000.00	-4,500.00	178,500.00	175,483.16	0.00	3,016.84
<u>A 1621.163-00-000</u>	O&M-Substitute Salaries		42,000.00	-870.00	41,130.00	34,362.53	0.00	6,767.47
<u>A 1621.164-00-000</u>	Maintenance Overtime		23,000.00	0.00	23,000.00	22,646.66	0.00	353.34
<u>A 1621.168-00-000</u>	Maintenance Snow Removal		12,000.00	-2,000.00	10,000.00	7,322.29	0.00	2,677.71
<u>A 1621.200-00-000</u>	Maintenance Equipment		80,000.00	4,100.00	84,100.00	82,859.21	1,200.00	40.79

JORDAN - ELBRIDGE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1621.400-00-000</u>	Maintenance Contractual		140,000.00	39,988.23	179,988.23	143,106.85	36,540.39	340.99
<u>A 1621.450-00-000</u>	Maintenance Materials & Supplies		70,000.00	61,915.40	131,915.40	100,992.77	30,834.03	88.60
<u>A 1621.500-00-000</u>	Maintenance-Fuel		10,000.00	3,770.00	13,770.00	13,768.70	0.00	1.30
1621	MAINTENANCE OF PLANT	*	560,000.00	102,403.63	662,403.63	580,542.17	68,574.42	13,287.04
<u>A 1660.160-00-000</u>	Central Storeroom Salaries		8,600.00	0.00	8,600.00	8,500.00	0.00	100.00
1660	CENTRAL STOREROOM	*	8,600.00	0.00	8,600.00	8,500.00	0.00	100.00
<u>A 1670.160-00-000</u>	Central Printing & Mailing Salaries		8,600.00	0.00	8,600.00	7,026.81	0.00	1,573.19
<u>A 1670.400-00-000</u>	Central Printing Contractual		10,000.00	0.00	10,000.00	9,069.64	0.00	930.36
<u>A 1670.450-00-000</u>	Central Printing Materials & Supplies		1,000.00	0.00	1,000.00	56.00	0.00	944.00
<u>A 1670.451-00-000</u>	Postage & Express Delivery		27,500.00	0.00	27,500.00	22,773.54	560.77	4,165.69
1670	CENTRAL PRINTING & MAILING	*	47,100.00	0.00	47,100.00	38,925.99	560.77	7,613.24
<u>A 1680.160-00-000</u>	Central Data Processing Salaries		4,115.00	0.00	4,115.00	4,000.00	0.00	115.00
<u>A 1680.220-00-000</u>	Central Data Processing Hardware		3,500.00	0.00	3,500.00	671.11	2,014.00	814.89
<u>A 1680.400-00-000</u>	Computer Contractual Expenses		23,000.00	8,950.00	31,950.00	9,016.68	22,339.00	594.32
<u>A 1680.450-00-000</u>	Computer Materials & Supplies		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 1680.490-00-000</u>	BOCES Central Data Processing Service		519,000.00	-12,001.00	506,999.00	453,736.42	13,184.00	40,078.58
1680	CENTRAL DATA PROCESSING	*	550,615.00	-3,051.00	547,564.00	467,424.21	37,537.00	42,602.79
<u>A 1910.426-00-000</u>	Liability Insurance		128,000.00	-4,950.00	123,050.00	113,055.43	0.00	9,994.57
1910	UNALLOCATED INSURANCE	*	128,000.00	-4,950.00	123,050.00	113,055.43	0.00	9,994.57
<u>A 1920.400-00-000</u>	School Association Dues		12,200.00	-867.00	11,333.00	9,054.00	0.00	2,279.00
1920	SCHOOL ASSOCIATION DUES	*	12,200.00	-867.00	11,333.00	9,054.00	0.00	2,279.00
<u>A 1930.400-00-000</u>	Judgements & Claims		1,000.00	867.00	1,867.00	1,604.87	0.00	262.13
1930	JUDGMENTS & CLAIMS	*	1,000.00	867.00	1,867.00	1,604.87	0.00	262.13
<u>A 1981.490-00-000</u>	BOCES Administrative Services		229,000.00	0.00	229,000.00	225,473.04	0.00	3,526.96
1981	BOCES ADMINISTRATIVE COSTS	*	229,000.00	0.00	229,000.00	225,473.04	0.00	3,526.96
1		***	3,860,520.00	105,532.57	3,966,052.57	3,491,037.38	184,039.52	290,975.67
<u>A 2010.400-00-000</u>	Curriculum Development Contractual		500.00	0.00	500.00	249.75	0.00	250.25
<u>A 2010.450-00-000</u>	Curriculum Develop Materials & Supply		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
2010	CURRICULUM DEVEL & SUPERVISION	*	2,000.00	0.00	2,000.00	249.75	0.00	1,750.25
<u>A 2020.150-00-000</u>	Principal & Ass't Supt Salaries		507,500.00	0.00	507,500.00	485,430.02	0.00	22,069.98
<u>A 2020.152-00-000</u>	Supervision-Mileage		2,100.00	0.00	2,100.00	0.00	0.00	2,100.00
<u>A 2020.160-00-000</u>	Principal Office Salaries		159,500.00	0.00	159,500.00	147,606.37	0.00	11,893.63
<u>A 2020.163-00-000</u>	Clerical Sub. Salaries		8,000.00	0.00	8,000.00	4,848.00	0.00	3,152.00

JORDAN - ELBRIDGE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2020.164-00-000</u>	Principal Office Non Instructional OT	1,200.00	0.00	1,200.00	855.09	0.00	344.91
<u>A 2020.165-00-000</u>	SRO Salaries	149,200.00	0.00	149,200.00	140,742.50	0.00	8,457.50
<u>A 2020.400-00-000</u>	Supervision Contractual	42,000.00	25,000.00	67,000.00	37,536.15	0.00	29,463.85
<u>A 2020.400-10-000</u>	Supervision Elbridge Elem Contractual	2,500.00	-800.00	1,700.00	1,479.23	0.00	220.77
<u>A 2020.400-20-000</u>	Supervision Middle School Contractual	4,000.00	-1,100.00	2,900.00	1,933.48	0.00	966.52
<u>A 2020.400-30-000</u>	Supervision High School Contractual	3,000.00	-300.00	2,700.00	2,608.99	0.00	91.01
<u>A 2020.407-00-000</u>	Supervision Conference	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2020.450-00-000</u>	Supervision Materials & Supplies	16,000.00	1,063.71	17,063.71	12,943.39	890.40	3,229.92
<u>A 2020.450-10-000</u>	Supervision Elbridge Materials	4,000.00	971.25	4,971.25	4,794.50	166.75	10.00
<u>A 2020.450-20-000</u>	Supervision Middle School Materials	6,500.00	1,298.20	7,798.20	2,880.23	195.99	4,721.98
<u>A 2020.450-30-000</u>	Supervision High School Materials	5,500.00	1,186.48	6,686.48	6,081.59	555.69	49.20
2020	SUPERVISION-REGULAR SCHOOL	911,500.00	27,319.64	938,819.64	849,739.54	1,808.83	87,271.27
<u>A 2060.490-00-000</u>	BOCES Research Plan Service	105,600.00	22,000.00	127,600.00	84,844.47	0.00	42,755.53
2060	RESEARCH, PLANNING & EVALUAT	105,600.00	22,000.00	127,600.00	84,844.47	0.00	42,755.53
<u>A 2070.151-00-000</u>	Inservice Training Salaries	20,300.00	500.00	20,800.00	20,752.92	0.00	47.08
<u>A 2070.400-00-000</u>	Inservice Training Contractual	25,000.00	-4,035.50	20,964.50	20,963.23	0.00	1.27
<u>A 2070.401-00-000</u>	Inservice Staff Develop Contractual	25,000.00	3,503.38	28,503.38	22,872.12	4,644.30	986.96
<u>A 2070.450-00-000</u>	Inservice Materials & Supplies	4,000.00	1,514.75	5,514.75	5,339.54	0.00	175.21
<u>A 2070.490-00-000</u>	BOCES Inservice Training Service	54,500.00	2,733.00	57,233.00	57,233.00	0.00	0.00
2070	INSERVICE TRAINING-INSTRUCTION	128,800.00	4,215.63	133,015.63	127,160.81	4,644.30	1,210.52
<u>A 2110.120-00-000</u>	Tchg Reg School Salaries K - 6	2,586,000.00	-7,157.00	2,578,843.00	2,564,497.59	0.00	14,345.41
<u>A 2110.127-00-000</u>	Tchg Reg School-TA's Gr K-6	9,200.00	3,000.00	12,200.00	424.80	0.00	11,775.20
<u>A 2110.130-00-000</u>	Tchg Reg School Salaries 7 - 12	3,225,000.00	182,788.00	3,407,788.00	3,370,413.21	0.00	37,374.79
<u>A 2110.137-00-000</u>	Tchg Reg School-TA's Gr 7-12	73,200.00	10,000.00	83,200.00	81,069.37	0.00	2,130.63
<u>A 2110.140-00-000</u>	Substitute Teacher Salaries	265,000.00	-26,332.00	238,668.00	236,220.09	0.00	2,447.91
<u>A 2110.144-00-000</u>	Other Instruction Sal Outside WD	32,000.00	0.00	32,000.00	30,468.26	0.00	1,531.74
<u>A 2110.150-00-000</u>	Instructional Salaries Staff Develop	25,000.00	0.00	25,000.00	6,266.95	0.00	18,733.05
<u>A 2110.151-00-000</u>	Mentors Salaries	9,110.00	0.00	9,110.00	5,645.34	0.00	3,464.66
<u>A 2110.200-00-000</u>	Tchg Reg School Equipment	45,000.00	-15,710.00	29,290.00	10,100.98	19,148.88	40.14
<u>A 2110.400-00-000</u>	Tchg Reg School Contractual	80,000.00	-53,520.24	26,479.76	20,932.97	0.00	5,546.79
<u>A 2110.400-10-000</u>	Tchg Reg School Elbridge Contractual	13,000.00	-6,034.01	6,965.99	5,823.11	1,001.25	141.63
<u>A 2110.400-20-000</u>	Tchg Reg School Middle Contractual	25,000.00	-11,887.00	13,113.00	9,835.10	2,244.56	1,033.34
<u>A 2110.400-28-000</u>	Middle School-IB Contractual Expenses	14,000.00	4,140.00	18,140.00	11,719.73	983.00	5,437.27

JORDAN - ELBRIDGE CSD

Appropriation Status Detail Report By Function From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 2110.400-30-000</u>	Tchg Reg School High School Contract	30,000.00	-2,085.00	27,915.00	27,096.72	764.78	53.50
<u>A 2110.450-00-000</u>	Tchg Reg School Materials & Supplies	23,000.00	55,792.70	78,792.70	78,557.63	0.00	235.07
<u>A 2110.450-10-000</u>	Tchg Reg School E E Materials	56,350.00	11,106.75	67,456.75	52,298.10	14,859.22	299.43
<u>A 2110.450-10-222</u>	Tchg Supplies-Elbridge-PBIS	2,500.00	267.75	2,767.75	2,576.53	190.58	0.64
<u>A 2110.450-15-000</u>	Teaching-JEDI-Materials & Supplies	0.00	6,500.00	6,500.00	0.00	5,972.60	527.40
<u>A 2110.450-20-000</u>	Tchg Reg School M S Materials	44,000.00	12,302.30	56,302.30	30,495.83	25,607.42	199.05
<u>A 2110.450-30-000</u>	Tchg Reg School H S Material	66,000.00	19,306.52	85,306.52	58,434.70	26,447.18	424.64
<u>A 2110.471-00-000</u>	Tuition Paid NYS Public School-Regular Ed	0.00	3,800.00	3,800.00	0.00	3,206.00	594.00
<u>A 2110.480-10-000</u>	Tchg Reg School E E Textbooks	50,000.00	77,876.48	127,876.48	64,764.75	63,110.88	0.85
<u>A 2110.480-15-000</u>	Teaching-JEDI-Textbooks	0.00	2,400.00	2,400.00	0.00	2,388.00	12.00
<u>A 2110.480-20-000</u>	Tchg Reg School M S Textbooks	21,090.00	11,273.82	32,363.82	26,835.32	5,069.33	459.17
<u>A 2110.480-30-000</u>	Tchg Reg School H S Textbooks	24,640.00	1,869.87	26,509.87	22,638.28	3,754.20	117.39
<u>A 2110.489-00-000</u>	Private School Textbooks	2,500.00	386.89	2,886.89	962.26	493.55	1,431.08
<u>A 2110.490-00-000</u>	BOCES Tchg Reg School Service	306,800.00	-16,597.00	290,203.00	249,318.99	0.00	40,884.01
2110	TEACHING-REGULAR SCHOOL	7,028,390.00	263,488.83	7,291,878.83	6,967,396.61	175,241.43	149,240.79
<u>A 2250.150-00-000</u>	SWD Teacher Salaries	1,013,000.00	-148,518.00	864,482.00	809,083.23	0.00	55,398.77
<u>A 2250.157-00-000</u>	SWD Teaching Assistants	305,000.00	-10,000.00	295,000.00	255,711.21	0.00	39,288.79
<u>A 2250.160-00-000</u>	SWD Support Salaries	500.00	80.00	580.00	575.40	0.00	4.60
<u>A 2250.400-00-000</u>	SWD Contractual Expense	145,000.00	3,046.03	148,046.03	115,581.85	15,030.56	17,433.62
<u>A 2250.450-00-000</u>	SWD Materials & Supplies	18,000.00	9,309.80	27,309.80	24,105.38	3,130.92	73.50
<u>A 2250.471-00-000</u>	SWD Tuition Paid NYS Public School	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
<u>A 2250.472-00-000</u>	SWD Tuition Paid Other	120,000.00	19,118.35	139,118.35	60,092.77	23,563.26	55,462.32
<u>A 2250.490-00-000</u>	BOCES SWD Service	1,447,000.00	0.00	1,447,000.00	1,343,506.08	0.00	103,493.92
2250	PROGRAMS-STUDENTS W/ DISABIL	3,053,500.00	-126,963.82	2,926,536.18	2,608,655.92	41,724.74	276,155.52
<u>A 2280.490-00-000</u>	Career & Technical Ed -BOCES Services	608,925.00	0.00	608,925.00	602,896.00	0.00	6,029.00
2280	OCCUPATIONAL EDUCATION	608,925.00	0.00	608,925.00	602,896.00	0.00	6,029.00
<u>A 2330.490-00-000</u>	BOCES Special Schools Services	63,500.00	-4,800.00	58,700.00	40,565.00	0.00	18,135.00
2330	TEACHING-SPECIAL SCHOOLS	63,500.00	-4,800.00	58,700.00	40,565.00	0.00	18,135.00
<u>A 2610.150-00-000</u>	Librarian Salaries	203,200.00	0.00	203,200.00	202,144.76	0.00	1,055.24
<u>A 2610.450-10-000</u>	Library & AV Elbridge Materials	500.00	-183.96	316.04	316.02	0.00	0.02
<u>A 2610.450-20-000</u>	Library & AV Middle School Materials	750.00	0.00	750.00	65.22	0.00	684.78
<u>A 2610.450-30-000</u>	Library & AV High School Materials	750.00	2,726.00	3,476.00	3,475.69	0.00	0.31
<u>A 2610.460-10-000</u>	Library EE State Aid Library Materials	12,000.00	-1,200.00	10,800.00	10,729.06	0.00	70.94

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<u>A 2610.460-20-000</u>	Library MS State Aid Library Materials	3,000.00	0.00	3,000.00	2,161.04	0.00	838.96
<u>A 2610.460-30-000</u>	Library HS State Aid Library Materials	8,675.00	0.00	8,675.00	8,626.39	0.00	48.61
<u>A 2610.490-00-000</u>	BOCES Library & AV Service	70,400.00	1,800.00	72,200.00	58,516.38	0.00	13,683.62
<u>A 2610.490-10-000</u>	BOCES Library & AV- Elbridge	3,000.00	0.00	3,000.00	2,922.51	0.00	77.49
<u>A 2610.490-20-000</u>	BOCES Library & AV Middle School	5,000.00	0.00	5,000.00	3,350.86	0.00	1,649.14
<u>A 2610.490-30-000</u>	BOCES Library & AV High School	9,600.00	-349.00	9,251.00	9,197.81	0.00	53.19
2610	SCHOOL LIBRARY & AUDIOVISUAL	316,875.00	2,793.04	319,668.04	301,505.74	0.00	18,162.30
<u>A 2630.150-00-000</u>	CAI Salaries	6,190.00	0.00	6,190.00	5,956.90	0.00	233.10
<u>A 2630.160-00-000</u>	CAI Support Salaries	195,000.00	-3,645.00	191,355.00	165,692.04	0.00	25,662.96
<u>A 2630.162-00-000</u>	Director of IT-Mileage	500.00	0.00	500.00	500.00	0.00	0.00
<u>A 2630.164-00-000</u>	CAI Non Instructional Overtime	200.00	250.00	450.00	446.59	0.00	3.41
<u>A 2630.200-00-000</u>	CAI Equipment	3,500.00	2,960.00	6,460.00	6,135.00	321.02	3.98
<u>A 2630.220-00-000</u>	Computer Hardware	27,000.00	-11,300.00	15,700.00	10,063.50	0.00	5,636.50
<u>A 2630.400-00-000</u>	CAI-Contractual	0.00	183,371.84	183,371.84	0.00	63,586.01	119,785.83
<u>A 2630.450-00-000</u>	CAI Materials & Supplies	20,000.00	2,083.10	22,083.10	15,687.55	1,456.74	4,938.81
<u>A 2630.460-00-000</u>	Computer Software	25,000.00	1,017.51	26,017.51	13,066.83	7,574.32	5,376.36
<u>A 2630.490-00-000</u>	BOCES CAI Technology Service	570,000.00	32,770.00	602,770.00	596,259.45	0.00	6,510.55
2630	COMPUTER ASSISTED INSTRUCTION	847,390.00	207,507.45	1,054,897.45	813,807.86	72,938.09	168,151.50
<u>A 2810.150-00-000</u>	Guidance Instructional Salaries	324,000.00	10,235.00	334,235.00	325,172.24	0.00	9,062.76
<u>A 2810.160-00-000</u>	Guidance Support Salaries	29,100.00	0.00	29,100.00	28,651.40	0.00	448.60
<u>A 2810.400-30-000</u>	Guidance High School Contractual	500.00	272.00	772.00	772.01	0.00	-0.01
<u>A 2810.450-20-000</u>	Guidance Middle School Materials	250.00	470.00	720.00	0.00	719.92	0.08
<u>A 2810.450-30-000</u>	Guidance High School Materials	500.00	3,022.00	3,522.00	99.76	3,027.69	394.55
2810	GUIDANCE-REGULAR SCHOOL	354,350.00	13,999.00	368,349.00	354,695.41	3,747.61	9,905.98
<u>A 2815.160-00-000</u>	Nurses Salaries	115,000.00	1,500.00	116,500.00	116,491.84	0.00	8.16
<u>A 2815.400-00-000</u>	Health Services Contractual	14,500.00	1,800.00	16,300.00	12,381.20	974.68	2,944.12
<u>A 2815.400-10-000</u>	Health Services-Contractual-EE	0.00	100.00	100.00	95.00	0.00	5.00
<u>A 2815.400-20-000</u>	Health Services-Contractual-MS	0.00	100.00	100.00	95.00	0.00	5.00
<u>A 2815.400-30-000</u>	Health Services-Contractual-HS	0.00	100.00	100.00	95.00	0.00	5.00
<u>A 2815.450-00-000</u>	Health Services Materials	2,800.00	-1,256.95	1,543.05	0.00	1,443.05	100.00
<u>A 2815.450-10-000</u>	Nurses Elbridge Materials	800.00	-100.00	700.00	695.30	0.00	4.70
<u>A 2815.450-20-000</u>	Nurses Middle School Materials	2,500.00	574.13	3,074.13	1,102.08	461.62	1,510.43
<u>A 2815.450-30-000</u>	Nurses High School Materials	500.00	145.93	645.93	345.38	285.94	14.61

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2815	HEALTH SERVICES-REGULAR SCHOOL	*	136,100.00	2,963.11	139,063.11	131,300.80	3,165.29	4,597.02
<u>A 2820.150-00-000</u>	Psychologist Salaries		116,000.00	20,000.00	136,000.00	133,606.00	0.00	2,394.00
<u>A 2820.450-10-000</u>	Psychologist Elbridge Materials		500.00	-500.00	0.00	0.00	0.00	0.00
2820	PSYCHOLOGICAL SRVC-REG SCHOOL	*	116,500.00	19,500.00	136,000.00	133,606.00	0.00	2,394.00
<u>A 2825.150-00-000</u>	Social Worker Salaries		132,500.00	-4,600.00	127,900.00	126,580.42	0.00	1,319.58
<u>A 2825.400-30-000</u>	Social Worker High School Contractual		250.00	-250.00	0.00	0.00	0.00	0.00
<u>A 2825.450-10-000</u>	Social Worker Elbridge Materials		600.00	-535.00	65.00	64.64	0.00	0.36
<u>A 2825.450-30-000</u>	Social Worker-High School-Materials		500.00	-492.00	8.00	0.00	0.00	8.00
2825	SOCIAL WORK SRVC-REG SCHOOL	*	133,850.00	-5,877.00	127,973.00	126,645.06	0.00	1,327.94
<u>A 2850.150-00-000</u>	Cocurricular Instructional Salaries		98,000.00	0.00	98,000.00	97,698.14	0.00	301.86
<u>A 2850.150-33-000</u>	Marching Band Salaries		37,450.00	2,561.00	40,011.00	40,011.00	0.00	0.00
<u>A 2850.156-00-000</u>	Proctor Pay		44,000.00	4,600.00	48,600.00	48,579.33	0.00	20.67
<u>A 2850.160-00-000</u>	CoCurricular Support Salaries		3,400.00	0.00	3,400.00	3,264.00	0.00	136.00
<u>A 2850.400-00-000</u>	CoCurricular Contractual Expenses		2,500.00	-1,131.00	1,369.00	1,264.00	0.00	105.00
<u>A 2850.400-33-000</u>	Marching Band Contractual		20,525.00	401.00	20,926.00	20,925.73	0.00	0.27
<u>A 2850.450-30-000</u>	CoCurricular High School Materials		2,500.00	3,573.00	6,073.00	69.96	6,000.00	3.04
<u>A 2850.450-33-000</u>	Marching Band Materials & Supplies		14,400.00	-1,254.04	13,145.96	11,005.82	2,101.66	38.48
2850	CO-CURRICULAR ACTIV-REG SCHL	*	222,775.00	8,749.96	231,524.96	222,817.98	8,101.66	605.32
<u>A 2855.150-00-000</u>	Interscholastic Instructional Salaries		261,500.00	-1,720.00	259,780.00	259,776.02	0.00	3.98
<u>A 2855.151-00-000</u>	Interscholastic Director Salary		45,525.00	-4,180.00	41,345.00	41,341.69	0.00	3.31
<u>A 2855.160-00-000</u>	Interscholastic Athletics Support Sal		80,000.00	-12,275.00	67,725.00	67,536.10	0.00	188.90
<u>A 2855.200-00-000</u>	Interscholastic Athletics Equipment		0.00	12,370.00	12,370.00	12,369.94	0.00	0.06
<u>A 2855.400-00-000</u>	Interscholastic Athletics Contractual		67,565.00	23,961.25	91,526.25	89,018.74	800.00	1,707.51
<u>A 2855.450-00-000</u>	Interscholastic Athletic Materials		62,000.00	10,033.91	72,033.91	50,060.60	21,564.09	409.22
2855	INTERSCHOL ATHLETICS-REG SCHL	*	516,590.00	28,190.16	544,780.16	520,103.09	22,364.09	2,312.98
2		***	14,546,645.00	463,086.00	15,009,731.00	13,885,990.04	333,736.04	790,004.92
<u>A 5510.160-00-000</u>	Transportation Salaries		1,128,520.00	-11,505.00	1,117,015.00	979,899.30	0.00	137,115.70
<u>A 5510.160-00-001</u>	Transportation Supervisor & Office Salary		109,000.00	0.00	109,000.00	104,743.08	0.00	4,256.92
<u>A 5510.161-00-000</u>	Transportation Extra Trip Salaries		53,300.00	500.00	53,800.00	45,637.68	0.00	8,162.32
<u>A 5510.163-00-000</u>	Transportation Substitutes		87,000.00	-360.00	86,640.00	36,394.27	0.00	50,245.73
<u>A 5510.164-00-000</u>	Transportation Overtime		12,000.00	0.00	12,000.00	10,043.56	0.00	1,956.44
<u>A 5510.167-00-000</u>	Transportation Summer Help		16,000.00	840.00	16,840.00	16,834.83	0.00	5.17
<u>A 5510.210-00-000</u>	Transportation-Bus Purchases		467,000.00	0.00	467,000.00	456,995.25	0.00	10,004.75

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<u>A 5510.400-00-000</u>	Transportation Contractual Expenses	44,000.00	9,234.19	53,234.19	34,466.64	8,278.32	10,489.23
<u>A 5510.426-00-000</u>	Transportation Insurance	35,000.00	0.00	35,000.00	31,272.03	0.00	3,727.97
<u>A 5510.438-00-000</u>	Transportation Physicals	5,000.00	0.00	5,000.00	3,967.00	0.00	1,033.00
<u>A 5510.439-00-000</u>	Transportation Repairs on Buses	8,000.00	0.00	8,000.00	2,607.30	0.00	5,392.70
<u>A 5510.450-00-000</u>	Transportation Materials & Supplies	15,000.00	10,738.46	25,738.46	11,549.34	10,464.07	3,725.05
<u>A 5510.500-00-000</u>	Vehicle Fuel	162,000.00	500.00	162,500.00	139,050.65	0.00	23,449.35
<u>A 5510.501-00-000</u>	Oil, Lubricants, Additives, DEF...	4,800.00	458.70	5,258.70	4,921.14	33.97	303.59
<u>A 5510.502-00-000</u>	Vehicle Parts	20,000.00	910.20	20,910.20	19,721.54	0.00	1,188.66
<u>A 5510.503-00-000</u>	Vehicle Tires	9,500.00	4,314.66	13,814.66	10,249.40	3,450.10	115.16
<u>A 5510.504-00-000</u>	Transportation-Snow Removals Salt/Sand	6,500.00	0.00	6,500.00	3,238.99	0.00	3,261.01
5510	DISTRICT TRANSPORT-MEDICAID	* 2,182,620.00	15,631.21	2,198,251.21	1,911,592.00	22,226.46	264,432.75
<u>A 5530.160-00-000</u>	Mechanic Salaries	105,000.00	-840.00	104,160.00	104,156.72	0.00	3.28
<u>A 5530.168-00-000</u>	Bus Garage Snow Removal Stipends	6,900.00	0.00	6,900.00	6,900.00	0.00	0.00
<u>A 5530.400-00-000</u>	Bus Garage Contractual & Insurance	15,000.00	-5,935.00	9,065.00	4,626.36	0.00	4,438.64
<u>A 5530.420-00-000</u>	Bus Garage Electric & Gas	15,250.00	5,750.00	21,000.00	20,986.61	0.00	13.39
5530	GARAGE BUILDING	* 142,150.00	-1,025.00	141,125.00	136,669.69	0.00	4,455.31
<u>A 5581.490-00-000</u>	BOCES Transportation Services	15,500.00	3,050.00	18,550.00	18,550.00	0.00	0.00
5581	TRANSPORTATION FROM BOCES	* 15,500.00	3,050.00	18,550.00	18,550.00	0.00	0.00
5		*** 2,340,270.00	17,656.21	2,357,926.21	2,066,811.69	22,226.46	268,888.06
<u>A 7140.160-00-000</u>	Community Service Salaries	14,700.00	860.00	15,560.00	15,554.53	0.00	5.47
<u>A 7140.200-00-000</u>	Community Srvc-Recreation-Equipment	4,000.00	2,155.00	6,155.00	6,152.44	0.00	2.56
<u>A 7140.400-00-000</u>	Community Service Contractual	2,500.00	7,587.00	10,087.00	10,086.31	0.00	0.69
<u>A 7140.450-00-000</u>	Community Service-Supplies	1,000.00	956.12	1,956.12	1,955.80	0.00	0.32
7140	RECREATION	* 22,200.00	11,558.12	33,758.12	33,749.08	0.00	9.04
7		*** 22,200.00	11,558.12	33,758.12	33,749.08	0.00	9.04
<u>A 9010.800-00-000</u>	Employee Retirement System	369,000.00	-3,360.00	365,640.00	323,293.63	0.00	42,346.37
9010	STATE RETIREMENT	* 369,000.00	-3,360.00	365,640.00	323,293.63	0.00	42,346.37
<u>A 9020.800-00-000</u>	Teacher Retirement System	1,207,050.00	-139,651.00	1,067,399.00	1,026,379.59	0.00	41,019.41
9020	TEACHERS' RETIREMENT	* 1,207,050.00	-139,651.00	1,067,399.00	1,026,379.59	0.00	41,019.41
<u>A 9030.800-00-000</u>	FICA Social Security Medicare	1,018,465.00	-10,565.00	1,007,900.00	962,431.25	0.00	45,468.75
9030	SOCIAL SECURITY	* 1,018,465.00	-10,565.00	1,007,900.00	962,431.25	0.00	45,468.75
<u>A 9040.800-00-000</u>	Workers Compensation	217,785.00	248,621.67	466,406.67	463,516.86	0.00	2,889.81
9040	WORKERS COMP	* 217,785.00	248,621.67	466,406.67	463,516.86	0.00	2,889.81

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 9050.800-00-000</u>	Unemployment Insurance	35,000.00	0.00	35,000.00	6,867.83	0.00	28,132.17
9050	UNEMPLOYMENT INSURANCE	35,000.00	0.00	35,000.00	6,867.83	0.00	28,132.17
<u>A 9060.800-00-000</u>	Health Insurance	3,634,200.00	-129,018.00	3,505,182.00	3,458,736.81	0.00	46,445.19
<u>A 9060.801-00-000</u>	Dental Insurance	100,725.00	-14,580.00	86,145.00	68,178.02	0.00	17,966.98
<u>A 9060.802-00-000</u>	Vision Insurance	44,760.00	0.00	44,760.00	41,201.57	0.00	3,558.43
<u>A 9060.803-00-000</u>	Medicare Part B Payment to GF Retirees	1,160.00	0.00	1,160.00	1,156.80	0.00	3.20
<u>A 9060.804-00-000</u>	403B Administration	2,600.00	0.00	2,600.00	1,788.00	0.00	812.00
<u>A 9060.805-00-000</u>	Flex Spending Plan	4,000.00	2,342.00	6,342.00	4,511.60	0.00	1,830.40
9060	HOSPITAL, MEDICAL & DENTAL INS	3,787,445.00	-141,256.00	3,646,189.00	3,575,572.80	0.00	70,616.20
<u>A 9080.800-00-000</u>	Employee Tuition	7,500.00	6,000.00	13,500.00	2,666.00	10,693.00	141.00
9080		7,500.00	6,000.00	13,500.00	2,666.00	10,693.00	141.00
<u>A 9711.600-00-000</u>	Serial Bonds - Principal - School	1,875,000.00	-100,886.00	1,774,114.00	1,755,000.00	0.00	19,114.00
<u>A 9711.700-00-000</u>	Serial Bonds - Interest - School	739,742.00	100,886.00	840,628.00	840,627.08	0.00	0.92
9711		2,614,742.00	0.00	2,614,742.00	2,595,627.08	0.00	19,114.92
<u>A 9713.600-00-000</u>	Serial Bonds - Principal - BOCES	205,000.00	0.00	205,000.00	205,000.00	0.00	0.00
<u>A 9713.700-00-000</u>	Serial Bonds - Interest - BOCES	97,350.00	0.00	97,350.00	97,350.00	0.00	0.00
9713		302,350.00	0.00	302,350.00	302,350.00	0.00	0.00
<u>A 9789.600-00-000</u>	Energy Perf. Contract-Principal	190,064.00	0.00	190,064.00	189,045.57	0.00	1,018.43
<u>A 9789.700-00-000</u>	Energy Perf. Contract-Interest	25,936.00	0.00	25,936.00	25,935.17	0.00	0.83
9789		216,000.00	0.00	216,000.00	214,980.74	0.00	1,019.26
<u>A 9901.930-00-000</u>	Transfer to School Food Service Fund	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
<u>A 9901.950-00-000</u>	Transfer to Special Aid Fund	50,000.00	14,580.00	64,580.00	64,578.08	0.00	1.92
<u>A 9901.950-3Y-000</u>	Transfer to Special Aid Fund - 3 Yr Old Pre-K	154,000.00	25,746.00	179,746.00	120,036.84	0.00	59,709.16
<u>A 9901.950-4Y-000</u>	Transfer to Special Aid Fund-4 Yr Old Pre-K	168,300.00	-7,550.00	160,750.00	114,319.99	0.00	46,430.01
9901	TRANSFER TO SPECIAL AID	382,300.00	32,776.00	415,076.00	308,934.91	0.00	106,141.09
<u>A 9950.900-00-000</u>	Transfer to Capital-Capital Outlay	100,000.00	0.00	100,000.00	99,971.14	0.00	28.86
<u>A 9950.900-43-000</u>	Transfer to Capital Fund-2018 Security Project	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.00
9950	TRANSFER TO CAPITAL	100,000.00	1,000,000.00	1,100,000.00	1,099,971.14	0.00	28.86
9		10,257,637.00	992,565.67	11,250,202.67	10,882,591.83	10,693.00	356,917.84
Fund ATotals:		31,027,272.00	1,590,398.57	32,617,670.57	30,360,180.02	550,695.02	1,706,795.53
Grand Totals:		31,027,272.00	1,590,398.57	32,617,670.57	30,360,180.02	550,695.02	1,706,795.53

JORDAN - ELBRIDGE CSD

Revenue Status Report From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 1001</u>	Real Property Taxes School	12,471,747.00	-2,035,852.00	10,435,895.00	10,429,563.99	6,331.01
<u>A 1081</u>	Other Payments in Lieu of Taxes	464,632.00	0.00	464,632.00	462,312.83	2,319.17
<u>A 1085</u>	School Tax Relief (STAR)	0.00	2,035,852.00	2,035,852.00	2,035,852.12	-0.12
<u>A 1090</u>	Interest & Penalties School Taxes	14,000.00	0.00	14,000.00	22,698.06	-8,698.06
<u>A 1120</u>	Non Property Tax Distribution Counties	30,000.00	0.00	30,000.00	42,350.53	-12,350.53
<u>A 1335</u>	Other Student Fees/Charges from Indiv	10,000.00	0.00	10,000.00	11,359.88	-1,359.88
<u>A 1410</u>	Admissions from Individuals	1,500.00	0.00	1,500.00	1,935.00	-435.00
<u>A 2230</u>	Day School Tuition Other Districts	0.00	0.00	0.00	20,845.00	-20,845.00
<u>A 2291</u>	Narcotic Control Services for BOCES	20,000.00	0.00	20,000.00	25,000.00	-5,000.00
<u>A 2401</u>	Interest & Earnings	8,000.00	0.00	8,000.00	70,486.06	-62,486.06
<u>A 2410</u>	Rental of Real Property Individuals	0.00	0.00	0.00	5,367.50	-5,367.50
<u>A 2412</u>	Rental of Real Property Other Gov'ts	0.00	0.00	0.00	9,000.00	-9,000.00
<u>A 2413</u>	Rental of Real Property BOCES	6,500.00	0.00	6,500.00	6,500.00	0.00
<u>A 2450</u>	Commissions	0.00	0.00	0.00	450.77	-450.77
<u>A 2650</u>	Sale of Scrap and Excess Materials	0.00	0.00	0.00	1,119.24	-1,119.24
<u>A 2665</u>	Sale of Equipment	0.00	0.00	0.00	3,351.50	-3,351.50
<u>A 2680</u>	Insurance Recoveries	0.00	0.00	0.00	9,525.56	-9,525.56
<u>A 2690</u>	Other Compensation for Loss	0.00	0.00	0.00	984.00	-984.00
<u>A 2701</u>	Refund Prior Year BOCES Expenditures	150,000.00	0.00	150,000.00	314,392.27	-164,392.27
<u>A 2703</u>	Refund Prior Year Other Expenditures	20,000.00	0.00	20,000.00	23,031.79	-3,031.79
<u>A 2705</u>	Gifts & Donations	0.00	1,732.24	1,732.24	4,612.24	-2,880.00
<u>A 2770</u>	Misc Revenue from Local Sources	92,000.00	0.00	92,000.00	454,032.42	-362,032.42
<u>A 2773</u>	Misc Revenue Transportation	4,900.00	0.00	4,900.00	8,611.30	-3,711.30
<u>A 3101.0</u>	State Aid Basic Formula Aid	10,761,251.00	0.00	10,761,251.00	10,958,075.79	-196,824.79
<u>A 3101.1</u>	State Aid Excess Cost Aid	1,595,000.00	0.00	1,595,000.00	1,703,629.77	-108,629.77
<u>A 3102</u>	State Aid Lottery	1,533,900.00	0.00	1,533,900.00	1,473,033.46	60,866.54
<u>A 3102.1</u>	State Aid VLT Lottery	622,000.00	0.00	622,000.00	574,503.75	47,496.25
<u>A 3103</u>	State Aid BOCES	1,642,642.00	0.00	1,642,642.00	1,620,889.00	21,753.00
<u>A 3260</u>	State Aid Textbook Aid (Inc Lottery Ai	73,100.00	0.00	73,100.00	73,104.00	-4.00
<u>A 3262</u>	State Aid Computer Software/Hardware	41,300.00	0.00	41,300.00	41,056.00	244.00
<u>A 3263</u>	State Aid Library	7,800.00	0.00	7,800.00	7,700.00	100.00
<u>A 3289</u>	State Aid Other	23,200.00	0.00	23,200.00	139,834.01	-116,634.01
<u>A 4601</u>	Federal Aid Medicaid	20,000.00	0.00	20,000.00	76,981.04	-56,981.04

JORDAN - ELBRIDGE CSD

Revenue Status Report From 7/1/2018 To 6/30/2019



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 5050</u>	Interfund Transfers from Debt Service Fund	112,000.00	0.00	112,000.00	0.00	112,000.00
A Totals:		29,725,472.00	1,732.24	29,727,204.24	30,632,188.88	-904,984.64
Grand Totals:		29,725,472.00	1,732.24	29,727,204.24	30,632,188.88	-904,984.64

Jordan Elbridge Central Schools						
Date	Activity Warrant Number	Checks	Transactions	Check No's	Findings	Recommendations
5/9/2019	A-57	1	1	23388	Voided Check	
5/9/2019	A-57	1	1	23518	PO Dated 04/01/19 Invoice dated 03/27/19	Check Released
5/9/2019	A-57	7	7	23519-23525	No Discrepancies Noted	Checks Released
5/9/2019	A-57	1	1	23526	PO 191334 Dated 04/01/19 Inv dated 03/31/19	Check Released
5/9/2019	A-57	3	3	23527-23529	No Discrepancies Noted	Checks Released
5/9/2019	A-57	1	1	23530	PO dated 04/01/19 Invoice dated 01/01/2019	Check Released
5/9/2019	A-57	56	56	23531-23586	No Discrepancies Noted	Checks Released
5/9/2019	A-57	1	1	23587	PO Dated 09/27/2018- Invoice dated 04/27/18 for service on 04/25/2018. over a year old.	Check Released
5/9/2019	A-57	19	19	23588-23606	No Discrepancies Noted	Checks Released
5/9/2019	A-59	1	1	1633608	No Discrepancies Noted	Wire Transaction- CC pymnt
5/9/2019	C-14	2	2	112-113	No Discrepancies Noted	Checks Released
5/9/2019	F-16	3	3	307-309	No Discrepancies Noted	Checks Released
5/23/2019	A-60	1	1	1633609	No Discrepancies Noted	Wire Transaction- DS pymnt
5/23/2019	A-62	8	8	23607-23614	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23615	Invoice dated 05/15/2019 PO dated 05/20/2019	Check Released
5/23/2019	A-62	5	5	23616-23620	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23621	invoice dated 03/01/19 for comp injury po dated 05/01/2019	Check Released
5/23/2019	A-62	17	17	23622-23688	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23639	Invoice dated 05/15/2019 for health service outside of district, PO dated 05/17/2019	Check Released
5/23/2019	A-62	15	15	23640-23654	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23655	Invoice dated 04/26/19 for SFA membership fee, PO dated 05/09/2019	Check Released
5/23/2019	A-62	9	9	23656-23664	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23665	Invoice dated 03/22/19 PO dated 05/10/19	Check Released
5/23/2019	A-62	5	5	23666-23670	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23671	Invoice dated 05/01/19, PO dated 05/06/19	Check Released
5/23/2019	A-62	1	1	23672	Invoice dated 05/02/2019, PO dated 05/03/2019	Check Released
5/23/2019	A-62	11	11	23673-23683	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23684	Order date 05/06/2019, PO dated 05/07/2019	Check Released
5/23/2019	A-62	8	8	23685-23692	No Discrepancies Noted	Checks Released
5/23/2019	A-62	1	1	23693	Invoice dated 06/04/2018, PO Dated 02/27/2019	Check Released
5/23/2019	A-62	3	3	23694-23696	No Discrepancies Noted	Checks Released
5/23/2019	A-63	1	1	1633610	No Discrepancies Noted	Wire Transaction- DS pymnt

5/23/2019	F-17	1	1	310	No Discrepancies Noted	Check Released
5/23/2019	F-17	1	1	311	PO dated 05/15/19 - jowonio School for 2 students 2018-1019, Invoice dated 02/28/2019	Check Released
5/23/2019	F-17	2	2	312-313	No Discrepancies Noted	Checks Released
5/23/2019	H-17	4	4	50409-50412	No Discrepancies Noted	Checks Released

Jordan Elbridge Central Schools						
Date	Activity Warrant Number	Checks	Transactions	Check No's	Findings	Recommendations
6/13/2019	A-60	2	2		NOT SIGNED OFF ON	
6/13/2019	A-65	15	15	23697-23711	No Discrepancies Noted	Checks Released
6/13/2019	A-65	1	1	23712	PO Dated 05/30/19 Event dated 04/26/19 invoiced 04/30/2019	Check Released
6/13/2019	A-65	12	12	23713-23424	No Discrepancies Noted	Checks Released
6/13/2019	A-65	1	1	23725	Services Rendered prior to PO Date	Check Released
6/13/2019	A-65	14	14	23726-23739	No Discrepancies Noted	Checks Released
6/13/2019	A-65	1	2	23740	Expense not approved- Check Voided	
6/13/2019	A-65	20	20	23741-23760	No Discrepancies Noted	Checks Released
6/13/2019	A-65	1	1	23761	Tuition Reimbursement letter dated 01-24-19, PO Dated 04/29/2019	Check Released
6/13/2019	A-65	61	61	23762-23822	No Discrepancies Noted	Checks Released
6/13/2019	A-65	1	1	23823	PO Dated 06/06/2019 Order date 05/29/2019	Check Released
6/13/2019	A-65	5	5	23824-23828	No Discrepancies Noted	Checks Released
6/13/2019	C-15	2	2	114-115	No Discrepancies Noted	Checks Released
6/13/2019	F-18	1	1	314	No Discrepancies Noted	Checks Released
6/13/2019	F-18	1	1	315	PO Dated 05/15/19 Invoice dated 05/01/19	Check Released
6/13/2019	F-18	1	1	316	No Discrepancies Noted	Check Released
6/13/2019	H-18	2		50413-50414	No Discrepancies Noted	Checks Released
6/27/2019	A-69	16	16	23829-23844	No Discrepancies Noted	Checks Released
6/27/2019	A-69	1	1	23845	PO dated 05/15/19 Invoice dated 09/06/18	Check Released
6/27/2019	A-69	22	22	23846-23867	No Discrepancies Noted	Checks Released
6/27/2019	A-69	1	1	23868	PO datd 06/21/2019 Invoice dated 06/01/2019	Check Released
6/27/2019	A-69	11	11	23869-23879	No Discrepancies Noted	Checks Released
6/27/2019	A-69	1	1	23880	PO dated -6/20/2019, invoice dated 06/21/2019 activity occurred on 05/22/2019	Check Released
6/27/2019	A-69	5	5	23881-23885	No Discrepancies Noted	Checks Released
6/27/2019	A-69	1	1	23886	PO dated -4/09/2019, invoice dated 05/01/2019 Services from 03/28/19 thru 04/14/2019	Check Released
6/27/2019	A-69	8	8	23887-23894	No Discrepancies Noted	Checks Released
6/27/2019	A-66	1	1	1633611	No Discrepancies Noted	Wire Transaction- CC pymnt
6/27/2019	A-70	1	1	1633612	No Discrepancies Noted	Electronic Transaction
6/27/2019	F-19	2	2	317-318	No Discrepancies Noted	Checks Released
6/27/2019	F-19	1	1	319	PO dated 05/15/19 invoice dated 10/22/2018	Check Released
6/27/2019	F-19	1	1	320	No Discrepancies Noted	Check Released
6/27/2019	H-19	2	2	50415-50416	No Discrepancies Noted	Checks Released
6/27/2019	H-19	1	1	50417	PO dated 06/03/2019, Invoice Dated 06/12/19, work completion dated 02/12/2019	Check Released

6/27/2019	H-19	2	2	50418-50419	No Discrepancies Noted	Checks Released
6/27/2019	TE-3	1	1	70829	No Discrepancies Noted	Check Released

JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT
High School ECA Accounts
Activity through 6/30/19

	<u>Balance</u> <u>7/1/2018</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Balance</u> <u>6/30/2019</u>	
Misc/Sales Tax	\$ 1,351.70	\$ 3,961.66	\$ 3,146.18	\$ 2,167.18	
Class of 2018	\$ 983.69	\$ -	\$ 983.69	\$ -	*
Class of 2019	\$ 10,816.23	\$ 23,269.16	\$ 33,753.06	\$ 332.33	
Class of 2020	\$ 8,594.23	\$ 11,262.52	\$ 8,789.05	\$ 11,067.70	
Class of 2021	\$ 5,259.63	\$ 10,427.87	\$ 5,759.58	\$ 9,927.92	
Class of 2022	\$ -	\$ 7,047.03	\$ 4,258.79	\$ 2,788.24	
Art Club	\$ 1,048.19	\$ 627.00	\$ 710.00	\$ 965.19	
Drama Club	\$ 5,314.31	\$ 2,816.57	\$ 3,003.38	\$ 5,127.50	
Eagle Card Shop	\$ 295.97	\$ -	\$ 295.97	\$ -	*
Honor Society	\$ 168.59	\$ 320.00	\$ 385.00	\$ 103.59	
JE Literary Magazine	\$ 203.35	\$ -	\$ -	\$ 203.35	**
JE Musical Players	\$ 17,731.96	\$ 17,446.14	\$ 16,747.11	\$ 18,430.99	
School Store	\$ 49.60	\$ -	\$ 49.60	\$ -	*
Ski Club	\$ 920.29	\$ 4,111.00	\$ 4,200.00	\$ 831.29	
Student Council	\$ 7,880.96	\$ 1,722.26	\$ 3,411.28	\$ 6,191.94	
Teen Library Council	\$ 1,285.52	\$ -	\$ -	\$ 1,285.52	**
Yearbook	\$ 193.64	\$ 5,388.35	\$ 4,400.76	\$ 1,181.23	
	<u>\$ 62,097.86</u>	<u>\$ 88,399.56</u>	<u>\$ 89,893.45</u>	<u>\$ 60,603.97</u>	
Cash Balance				<u>\$ 60,603.97</u>	

* As per Board Policy 2010 these accounts have been inactive for 1 year so the balances have been transferred to the Student Council on 6/30/19

** Club still active per Mark Schermerhorn 7/10/19

JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT
Middle School ECA Accounts
Activity through 6/30/19

	<u>Balance</u> <u>7/1/2018</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Balance</u> <u>6/30/2019</u>
Misc/Sales Tax	\$ 857.65	\$ 368.97	\$ 1,126.12	\$ 100.50
Honor Society	\$ 29.85	\$ 304.00	\$ 294.40	\$ 39.45
Musical	\$ 7,651.01	\$ 6,672.19	\$ 5,634.52	\$ 8,688.68
Student Council	\$ 2,832.68	\$ 3,900.29	\$ 3,911.49	\$ 2,821.48
Yearbook	\$ 2,044.78	\$ 1,943.88	\$ 100.00	\$ 3,888.66
TOTAL	<u><u>\$ 13,415.97</u></u>	<u><u>\$ 13,189.33</u></u>	<u><u>\$ 11,066.53</u></u>	<u><u>\$ 15,538.77</u></u>

BALANCE PER LEDGER

\$ 15,538.77

Dear Mr. Dan Stadtmiller,

I am writing to give my formal notice that I am resigning from my position as the Head Junior Varsity Volleyball Coach for the Jordan-Elbridge High School.

I cannot thank you enough for allowing me the opportunity to experience such a rewarding and exciting job as a volleyball coach. Watching lives change and seeing kids turn into young adults on and off the court are experiences I could never forget. I've learned so much the past few years as a coach and expect to bring that knowledge and experience to my future careers and endeavors.

Please let me know if I can assist in any way during this transition or in any future circumstances. Thank you again for everything you've done for me and for the Jordan-Elbridge volleyball program. I'm forever grateful to have come from and worked with such a reputable district and devoted athletic department. I wish you and the JE volleyball program the best; go Eagles!

Sincerely,

Kali Kimak



Weedsport Winter Wanderers, Inc.

8739 Jericho Road, Weedsport, NY
13166

weedsportwinterwanderers@gmail.com



July 10, 2019

School Board
Jordan Elbridge Central School District
P.O. Box 902
Jordan, NY 13080

Dear School Board:

This letter is a request, from The Weedsport Winter Wanderers Snowmobile Club, for permission to use portions of School property as our snowmobile trail again this season.

The location of these snowmobile trails would remain the same as last year.

1. Elbridge along the National Grid Power Line east of Jordan Road (on National Grid Property)
2. High School along the back (west) side of the Athletic Fields
3. Jordan along the edge of the Erie Canal, crossing the driveway and along the parking lot (just north of the old canal bed)

Our club continues to carry liability insurance coverage for our trails through the New York State Snowmobile Associations' Master Policy. A copy of the Certificate of Insurance would be mailed to you at a later date.

With your approval, our club would continue to install snowmobile signing and do trail maintenance along the trail. The signs would again be removed at the end of the season. We continue to work with all landowners to provide a safe trail across their property. These trails mean a great deal to our club and we respect your property and wish to fulfill your requests.

Sincerely,

A handwritten signature in red ink, appearing to read "Steve Brown".

Steve Brown, Recording Secretary
Weedsport Winter Wanderers, Inc.
Phone: 315-638-7098
E-mail: snowsledder@hotmail.com

Mr. Froio and members of the Board of Education:

I am writing to request permission for the J-E Band Boosters to hold 50/50 and/or gift basket raffles, and to sell lotto boards at our upcoming JE Sounds of Autumn marching band home show to be held on Saturday September 7, 2019 at the J-E High School stadium. We are further requesting permission for same at future fundraising events including our Winter Guard home show (January), Indoor Percussion Ensemble home show (February), and other fundraising events that take place on school premises.

We look forward to working with District administration and other school officials toward furthering the success of the J-E marching arts programs for all students who choose to participate in them. We hope that each of you will consider joining us at our 39th annual Sounds of Autumn home show on September 7th. We will be hosting seven area marching bands and, of course, our very own JE Marching Eagles will perform.

Please feel free to contact me with any questions. I may be reached via email at jennlea1916@yahoo.com or by phone at (315)604-1777. Thank you for your consideration of this matter.

Sincerely,

Jennifer LaFleur,
President, J-E Band Boosters

Email to: jfroio@jecsd.org, Dist. Superintendent
dgallaro@jecsd.org, Board of Ed Chair
bsica@jecsd.org, Dist. Secretary

cc: Band Director
Asst. President, JEBB

Policy: Community Use of School Facilities

Policy Number: 3280

Date of Original Policy: 07/10/2002

Date Revision Adopted:
02/15/2017

Reviewed by Policy Committee: 01/25/2017

Date of Next Review:
01/25/2020

Replacement of Policy Number:

Community Use of School Facilities

While the district's school buildings and grounds are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities. This policy is intended to identify the uses that community groups may make of those facilities.

District facilities may be used for the purposes listed below, subject to the conditions and restrictions set forth in this policy.

- A. Instruction in any branch of education, learning or the arts.
- B. Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
- C. Social, civic (including but not limited to meetings of parent associations and parent-teacher associations) and recreational meetings and entertainments, or other uses pertaining to the welfare of the community, so long as such uses are non-exclusive and open to the general public.
- D. Meetings, entertainment and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose.
- E. Polling places for holding primaries and elections, and for the registration of voters.
- F. Civic forums and community centers.
- G. Recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school.
- H. Child-care programs when school is not in session, or when school is in session for the children of students attending schools of the district and, if there is additional space available, for children of employees of the district.
- I. Licensed school-based health, dental or mental health clinics as defined in Education Law §414, operated by an entity other than the school district.
- J. Graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed.
- K. Classes of instruction for intellectually disabled minors operated by a private organization approved by the Commissioner of Education.

Additionally, as a condition of receiving state funding, the district permits access to military recruiters to school buildings, grounds and facilities to the same extent it provides access to those

who inform students of educational, occupational or career opportunities.

Prohibited Uses

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited.

- A. Meetings sponsored by political organizations.
- B. Meetings, entertainments and occasions, where admission fees are charged, that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.
- C. School facilities may not be used for private gain. Requests involving admissions charges, registration fees, or sale of goods can be approved only when proceeds from such activities are used to support civic, charitable, or educational purposes. The Board reserves the right to require an accounting of proceeds from any approved activity.

Conditions of Use for District Facilities

- A. Use of district facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The district reserves exclusive and nonreviewable judgment to determine if a requested use would interfere with or disturb the district's educational programs.
- B. To ensure that district facilities are preserved for the benefit of the greater district community, only community based groups and organizations (that is, groups which are located within the geographic area covered by the district) may be granted access to district facilities.
- C. Use of district facilities will be permitted only where the applicant agrees to pay the district a user fee according to a schedule adopted by the district to cover the costs of heat, electricity, maintenance, custodial services and any other expenses associated with the requested use. Use is further conditioned upon the applicant's agreement to pay additional fees associated with the use of any additional services or equipment. The district retains the right to condition use upon an applicant depositing with the district a sum equaling the estimated costs and fees associated with the proposed use 10 days in advance of the requested use.
The district retains the further right to waive user fees for groups that are associated with or sponsored by the district.
- D. Where, in the judgment of the district, the requested use of district facilities requires special equipment or supervision, the district reserves the right to deny such use, or in the alternative, to condition such use upon the applicant's payment of additional fees in accordance with paragraph C above. Only authorized personnel shall operate district equipment.
- E. Use of district facilities will only be permitted where the organization provides the district timely evidence of adequate insurance coverage (\$1,000,000 minimum) to save the district harmless from all liability, property damage, personal injuries and/or medical expenses. The district will exercise complete and unreviewable discretion regarding what constitutes adequate

insurance coverage for each proposed use.

F. Kitchen facilities are only available by prior arrangement with the Food Service Supervisor and only when a Food Service employee is on duty. Where overtime pay for such services is required, a fee will be assessed to reimburse the district for this service.

G. Except for rest room facilities, participants and spectators should remain in the area or room assigned for an activity.

H. Community groups shall be liable for any damage to school property resulting from activities they sponsor. A check of the school facility shall be made before and after each activity by the "person in charge" and the custodian assigned.

I. Organizations authorized to use school facilities assume responsibility for the conduct of both participants and spectators. Each group shall designate a responsible adult representative who must be present at all times. Arrangements for supervision of anticipated crowds must receive prior approval of the building principal.

J. A custodian shall be on duty at all times when facilities inside a school building are in use. Such supervision will be provided "at no cost" during regular work hours. However, when multiple buildings are requested, a fee of \$35 per hour, per custodian will be assessed to reimburse the district for this service. The fee will include a half-hour for a custodian to open and close the facility.

K. Vehicles are not allowed on grassed athletic fields at any time. Parking for any large event should be controlled by sufficient personnel. Use of auxiliary police for this purpose may be required.

L. The building principal, building custodian, and district officials responsible for Community Use of School Facilities will have free access to all facilities at all times.

M. The district reserves the right to revoke authorization to use school facilities at any time.

N. School facilities must be left in the same condition as they are found. Desks, displays, etc. should not be disturbed. All electrical equipment or movable properties owned by the district shall at all times remain under the control of the district.

O. Community groups are required to observe the district's policies on smoking, drugs, and alcohol use. The sale or possession of alcohol or illegal drugs on school property is prohibited. The use of tobacco products on school property is prohibited.

P. Any student outside of the approved designated area are subject to in-school discipline.

Q. The Board reserves the discretion to deny use of district facilities described above, or to terminate use of district facilities:

1. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
2. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
3. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
4. For any use which the Board deems inconsistent with this policy;
5. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;

6. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
7. For any use prohibited by law.

Application Procedure for Use of District Facilities

- A. All applications for use of school facilities shall be made in writing and submitted to the Superintendent of Schools at least 30 days prior to the date of the requested use. A use permit application is available in the Superintendent's office.
- B. The applicant must clearly and completely describe the intended use of the district facility in the application.
- C. All applicants must review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.
- D. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided by the applicant at least 10 days before the date of the requested use.
- E. Permits shall be valid only for the facility, use, dates and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Superintendent. Permits shall not be transferable.
- F. The Superintendent is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reason.
- G. With regard to scheduling activities, the district retains the right to give preference to groups and organizations which are associated with or sponsored by the district.
- H. Issuance of a permit shall not limit the right of access to the facility by district staff.

Ref: Education Law §§2-a; 414

HOURS OF USE:

The hours for the use of facilities are limited; please take a moment to check that the hours you are requesting correspond with the hours listed below.

**Saturday: 7 a.m. until 8 p.m.
Sunday: buildings closed
Midweek: 4 p.m. until 9 p.m.**

Please do not consider your event approved until you receive an automated e-mail from ML Schedules indicating your request was approved.

Policy References:

NOTE: Refer also to Policies #3410 -- Code of Conduct on School Property

#5640 -- Smoking/Tobacco Use

#7310 -- School Conduct and Discipline #7320 -- Alcohol, Tobacco, Drugs and Other Substances (Students) District Code of Conduct on School Property

Policy Cross References:

3410 - CODE OF CONDUCT ON SCHOOL PROPERTY

5640 - SMOKING/TOBACCO USE

7310 - SCHOOL CONDUCT AND DISCIPLINE

7320 - ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)

[insert number] – Fragrance Policy

Policy: Fragrance Policy

Policy Number: [insert number]

Date of Original Policy: [insert date]

Date of next Review: [insert date]

Reviewed by Policy Committee: [insert date]

The Board of Education recognizes that there are students who experience adverse health effects from certain fragrances or scented products.

The Board of Education acknowledges that students and staff may wear perfume, cologne and other fragrances outside of school, but does not permit these products to be introduced broadly into the school environment due to the potential for allergic reactions. Fragrances may not be used or sprayed in school buildings during school hours, including hallways, classrooms, and bathrooms, or on school buses.

If a student has a severe allergy to a particular fragrance or scent, the District should be notified either through a student's health form or by a parent or medical provider notifying the school nurse or building administrator in writing. Upon receiving notification of a severe allergy to a scent or fragrance, if necessary, the District will assemble a team to develop an individual health care plan. This plan will be maintained by the school nurse and will attempt to minimize the student's exposure to the fragrance or scent. If the student is eligible for accommodations based on the Individuals With Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act, the appropriate procedures will be followed regarding identification, evaluation and implementation of accommodations.

Cross Reference: Policy 7516 - Student Health Services

Ref: 8 NYCRR § 136.6

Jordan-Elbridge CSD



Instructional Program Strategic Plan 2019-2025 Draft 2

*Setting goals gives you long-term vision
and short-term motivation. It focuses
your acquisition of knowledge, and helps
you to organize your time and your
resources....*

-www.mindtools.com

MISSION

To cultivate the BEST in personal growth and achievement

VISION

Providing the best in educational opportunities by...

- *Sustaining a culture that supports the intellectual and developmental needs of all*
 - *Being committed to excellence in education and exceeding expectations*
 - *Building a safe, dynamic learning environment where all are valued and respected*
 - *Expanding our home-school-community partnerships*
 - *Operating in a fiscally responsible manner*
-

VALUES

JE Eagles are...

Just and caring

We will be fair and empathetic in our relationships with students, parents, community members and one another.

Excellent in all that they do

We will experience achievement in all areas of the district.

Ethical in their behaviors

We will act in accordance with the code of conduct.

Accepting of all

We will embrace all members of the school community.

Global thinkers

We will consider how our actions affect one another and the world at large.

Learners first

We will be curious and seek knowledge to inform all that we do.

Examiners of why and how

We will ask questions and make discoveries.

Selfless

We will put the need of others before our own.

Board of Education: Goals

- To be connected with the community by attending at least three student events throughout the year
- To be transparent in our oversight and respond to community questions and inquiries in a timely manner
- To utilize sound budgeting and fiscally responsible practices that reflect the financial values of the community to provide continual district stability, while ensuring we provide strong educational programs, new innovative opportunities, and maintain safe and efficient facilities
- To participate in continual shared learning and discussions with district leaders
- To assure achievement of these goals and make informed decisions, the Jordan-Elbridge School District Board of Education will continually monitor student achievement data and financial metrics throughout the year

Jordan-Elbridge Central School District: Charge

- To systemically improve the district's PreK-12 math program as measured by student performance on the 3-8 state tests, district-authored summatives, regents exams, and the number of students earning an advanced regents diploma.
- To systemically improve the district's PreK-12 ELA program as measured by student performance on the 3-8 state tests, district-authored summatives, regents exams, and the number of students earning an advanced regents diploma.
- To provide students with the social and emotional learning necessary to be college and career ready as measured by the graduation rate.

Jordan-Elbridge High School: Stretch Goals

- **By 2025, the 4 year-graduation rate will be at or above 95%.**
 - Current reality: The June 2019 graduation rate was 93%.
- **By 2025, 75% or higher of every cohort will earn an advanced regents diploma.**
 - Current reality: 45% of the 2015 cohort earned an advanced regents diploma in June 2019.
- **By 2025, the chronic absenteeism metric for all subgroups will be a level three or higher.**
 - Current reality: The chronic absenteeism metric for economically disadvantaged students is a level one.
The chronic absenteeism metric for students with a disability is a level three.
The chronic absenteeism metric for white students is a level one.

Note: Chronic absenteeism under the Every Student Succeeds Act (ESSA) is defined as being absent at least 10% or more of the days a given student is enrolled in a particular district.

Jordan-Elbridge Middle School: Stretch Goals

- **By 2025, 60% of all students will demonstrate proficiency on the NYS English/Language Arts 6-8 tests.**
 - Current reality: 2018 Grade 6 ELA test results 47% of the students demonstrated proficiency
2018 Grade 7 ELA test results 26% of the students demonstrated proficiency
2018 Grade 8 ELA test results 36% of the students demonstrate proficiency
- **By 2025, 60% of all students will demonstrate proficiency on the NYS Math 6-8 tests.**
 - Current reality: 2018 Grade 6 Math test results 36% of the students demonstrated mastery
2018 Grade 7 Math test results 31% of the students demonstrated mastery
2018 Grade 8 Math test results 22% of the students demonstrated mastery
- **By 2025, 90% of the students in each eighth grade cohort will pass all core area classes.**
 - Current reality: June 2019 results 66% of the 2015 cohort passed all core area classes
- **By 2025, the chronic absenteeism metric for all subgroups will be a level three or higher.**
 - Current reality: The chronic absenteeism metric for economically disadvantaged students is a level two.
The chronic absenteeism metric for students with a disability is a level one.
The chronic absenteeism metric for white students is a level one.

Elbridge Elementary: Stretch Goals

- **By 2025, 60% of all students will demonstrate proficiency on the NYS English/Language Arts 3-5 tests.**
 - Current reality: 2018 Grade 3 ELA test results 49% of the students demonstrated proficiency
2018 Grade 4 ELA test results 42% of the students demonstrated proficiency
2018 Grade 5 ELA test results 28% of the students demonstrate proficiency
- **By 2025, 65% of all students will demonstrate proficiency on the NYS Math 3-5 tests.**
 - Current reality: 2018 Grade 3 Math test results 61% of the students demonstrated mastery
2018 Grade 4 Math test results 45% of the students demonstrated mastery
2018 Grade 5 Math test results 45% of the students demonstrated mastery
- **By 2025, the chronic absenteeism metric for all subgroups will be a level four.**
 - Current reality: The chronic absenteeism metric for economically disadvantaged students is a level four.
The chronic absenteeism metric for students with a disability is a level three.
The chronic absenteeism metric for white students is a level two.



THE NEW YORK THE STATE EDUCATION DEPARTMENT
Room 475 EBA • Office of Educational Management Services • Albany, NY 12234 • (518) 474-6541

Fund Balance - Reservations and Designations

The following Reserve Funds are available to school districts.

1. **Capital Reserve** (ED § 3651)

The Capital Reserve Fund is used to pay the cost of any object or purpose for which bonds may be issued. Proposition(s) put before voters must specify purpose(s), ultimate dollar amount(s) to be deposited into reserve(s), probable term(s) or life/lives, and source(s) of funds. Voter approval required to spend from these reserve(s). Expenditures must be specific i.e., to purchase school buses, facility construction, equipment, etc. Annual appropriations to fund reserve(s) further authorized by voters.

The creation of a Capital Reserve fund **requires** authorization by a majority of the voters. The forms of the required legal notice for the vote on establishing and funding the reserve and of the proposition to be placed on the ballot are both set forth in Section 3651 of Education Law. Limited to term or life approved by voters; may extend term only before end date.

Reserve(s) defunct after term(s) expire, except to spend remaining funds with voter approval.

This reserve is accounted in the **General Fund**. (A 878)

2. **Repair Reserve** (GML § 6-d)

The Repair Reserve Fund is used to pay the cost of repairs to capital improvements or equipment, which repairs are of a type not recurring annually or at shorter intervals. Sources of funds include budgetary appropriations or other revenues that may be legally appropriated and are not required by law to be paid into any other fund or account

Voter approval is required to fund this reserve (See Opinion of the State Comptroller 81-401).

Unexpended balance may be transferred to Capital, Tax Certiorari, or Retirement Contribution Reserves pursuant to Section 3651 of the Education Law and GML Section 6-r. Expenditures from this reserve may be made only after a public hearing has been held requiring 2/3 majority vote of BOE, except in emergency situations. If no hearing is held, the amount expended must be repaid to the reserve fund over the next two subsequent fiscal years.

This reserve is accounted in the **General Fund** (A 882)

3. **Workers' Compensation Reserve** (GML § 6-j)

The purpose of this reserve fund is to pay for Workers Compensation and benefits, related medical/hospital expenses as authorized by Article 2 of the Workers' Compensation Law.

Districts that qualify as a self-insurer may establish reserve by board action under Section 50[4] of the Workers' Compensation Law.

The reserve is funded by budgetary appropriations and such other source(s) as may be legally appropriated. Funds remaining in excess of requirements to pay all pending claims, may be transferred, within sixty days of the close of the fiscal year, to other reserve(s) or applied to the next succeeding fiscal year's budget.

This reserve is accounted in the in the **General Fund** (A 814)

4. **Unemployment Insurance Reserve** (GML § 6-m)

This reserve fund is used to pay the cost of reimbursement to the State Unemployment Insurance Fund for payments made to claimants where the school district or BOCES has elected to use the benefit reimbursement method, in lieu of contributions under Article 18 of the Labor Law.

The reserve may be established by board action and is funded by budgetary appropriations or funds from other reserves subject to permissive referendum. The Board of Education may terminate if district converts to tax contribution method of funding.

If the district elects to convert to tax contribution basis, excess of fund over the sum sufficient to pay pending claims may be transferred, to other reserve fund(s) authorized by GML or ED § 3651. Within sixty days after the end of the fiscal year, excess amounts may either be transferred to other reserve fund(s) or applied to the appropriations of the next succeeding fiscal year's budget.

This reserve is accounted in the **General Fund** (A 815)

5. **Reserve for Tax Reduction** (ED § 1604 [36])
(ED § 1709 [37])

This reserve is for the gradual use of the proceeds of the sale of school district real property where such proceeds are not required to be placed in a mandatory reserve for debt service. Specifically, the district is permitted to retain the proceeds of the sale for a period not to exceed ten years and to use them during that period for tax reduction.

This reserve is accounted in the **General Fund** (A 891)

6. **Mandatory Reserve for Debt Service** (GML § 6-l)

Restricted proceeds from the sale of district capital assets or improvement for debt service. Expenditures are for debt service only or for the purpose of retiring the outstanding obligations. Remaining balance of sale in excess of indebtedness may be expended for any other lawful district purpose.

The funding of the reserve as defined in GML § 6-c is from (1) the proceeds of the cash sale of capital assets and improvement (including, but limited to land, buildings, equipment, and vehicles), and (2) State and Federal Aid received on account of a capital improvement to the retirement of outstanding obligations issued to finance such improvement.

This reserve is accounted in the **Debt Service Fund (A, V 884)**

7. **Insurance Reserve** (GML § 6-n)

This reserve is used to pay liability, casualty, and other types of uninsured losses, except losses incurred for which the following types of insurance may be purchased: life, accident, health, annuities, fidelity and surety, credit, title residual value, and mortgage guarantee.

The reserve is funded by budgetary appropriations or funds from other reserves subject to permissive referendum. May not be used for any purpose for which a special reserve may be established pursuant to law e.g., Unemployment Compensation Insurance.

There is no limit on the amount that may be accumulated in the reserve balance; however, the annual contribution(s) to this reserve may not exceed the greater of \$33,000 or 5 percent of the budget. Settled or compromised claims up to \$25,000 may be paid from the reserve without judicial approval.

This reserve is accounted in the **General Fund (A 863)**

8. **Property Loss Reserve** (ED § 1709 [8-c]), and
Liability Reserve (ED § 1950 [4][cc])

These funds are used to establish and maintain a program of reserves to cover property loss and liability claims incurred. Separate funds for property loss and liability claims are required. This type of reserve fund may be utilized only by school districts, except city school districts with a population greater than 125,000. Annual contribution(s) limited to 3 percent of the annual budget or \$15,000, whichever is greater. (A separate bank account required for BOCES).

Funds cannot be used for another purpose without voter approval except Board of Education may use monies not required to settle pending claims, to purchase insurance policies to cover losses previously self-insured. Balances may not be reduced below amounts required to settle all pending claims.

Property Loss Reserve: (A 861)

Liability Reserve: (A 862)

These reserves are accounted in the **General Fund**.

9. **Tax Certiorari Reserve** (ED § 3651 [1-a])

Chapter 588 of the Laws of 1988 amended Section 3651 of the Education Law to permit the establishment of a reserve fund for tax certiorari and to expend from the fund without voter approval of the qualified voters of the school district.

The new chapter further stipulates that the total of the monies held in the reserve fund shall not exceed the amount which might reasonably be deemed necessary to meet anticipated judgments and claims arising out of tax certiorari proceedings in accordance with Article 7 of the Real Property Tax Law.

Any monies deposited to such a reserve fund which are not expended for tax certiorari proceedings in the year such monies are deposited must be returned to the general fund on or before the first day of the fourth fiscal year after deposit of these monies into the reserve unless claim(s) are still open and not finally determined or otherwise terminated or disposed of.

This reserve is accounted in the **General Fund** (A 864)

10. **Reserve for Uncollected Taxes** (ED § 3651 [1-b])

The purpose of this reserve is to allow certain city school districts to establish a reserve fund to cover uncollected taxes. Where the city or county is not required to pay to the treasurer of a city school district unpaid taxes during the fiscal year for which such real property taxes are levied, the board of education of a city school district may establish a reserve for uncollected taxes without approval of the qualified voters of the school district.

The board of education of the city school district shall establish a reserve, that is not less than the amount of taxes for the fiscal year in which the budget is being prepared and are estimated to be unpaid during the fiscal year under provisions of the real property tax law.

This reserve is accounted in the **General Fund** (A 899)

11. **Reserve for Insurance Recoveries** (ED § 1718 (2))

This account is used at the end of the fiscal year to account for unexpended proceeds of insurance recoveries. They will be held here pending action by the Board of Education on their disposition. This account will not be used if the insurance recovery is expended in the same fiscal year it was received.

This reserve is accounted in the **General Fund** (A 887)

12. **Reserve for Encumbrances** (A 821)

The balance of this account represents the amount of outstanding encumbrances at the end of the fiscal year.

13. **Reserve for Inventory** (A 845)

The purpose of this account is to limit the maximum investment in inventory and to restrict that portion of fund balance, which is not available for appropriation.

14. **Reserve for Employee Benefit Accrued Liability** (GML § 6-p)

The purpose of this account is to reserve funds for the payment of accrued 'employee benefits' due employees upon termination of service for vacation, sick leave, and personal leave, etc.

This reserve fund may be established by a majority vote of the Board of Education and is funded by budgetary appropriations and such other reserves authorized in the GML, subject to permissive referendum.

Upon termination by Board of Education, balance not required to satisfy all incurred or accrued liabilities may be transferred to any other reserve fund(s) authorized in the General Municipal Law. (May not be used to fund health or other post-retirement benefits.)

The reserve is accounted for in the **General Fund (A 830)**

15. **Retirement Contribution Reserve Fund** (GML § 6-r)

The purpose of this account is to fund employer retirement contributions i.e., any portion of the amount(s) payable by an eligible school district to the New York State and Local Employees' Retirement System (ERS), pursuant to Sections 17 or 317 of the Retirement and Social Security Law.

This reserve is created, and expenditures authorized, by resolution of the governing board to finance retirement contributions (except a school district in a city with a population of 125,000 or more). A referendum is not required either to create or expend moneys from the reserve. Transfers from or back to other reserve funds require a public hearing with 15 days' notice published in official newspaper(s).

- (a) Budgetary appropriations or taxes raised for the reserve
- (b) Revenues not required or restricted by law to be paid into another fund or account
- (c) Transfers from Tax Certiorari, Capital or Repair Reserves

This reserve is accounted in the **General Fund (A 827)**

NOTE: Any capital gains or interest earned shall become part of the respective reserve fund. A separate bank account is not necessary; however, a separate identity for each reserve fund must be maintained.

*Note: this was downloaded from NYSED 7/26/19.
NYSED has not yet added the newly approved TRS Reserve
which is a sub-fund of the ERS reserve (#15 above).*

Q. Miller

MEMORANDUM OF AGREEMENT

Between the
Jordan-Elbridge Central School District
and the
Jordan-Elbridge Teachers' Association

WHEREAS, the parties recognize that teachers should play a valuable role in the leadership of a school district; and

WHEREAS, the need exists to put together a structure where teacher leadership is utilized at grade levels/subject areas as a resource to help us move forward together as we work to meet the challenges in the changing landscape of public education;

NOW, THEREFORE, the parties agree as follows:

1. The District and the Jordan-Elbridge Teachers' Association will expand the provisions of Article VI, section G to include one Team Leader for High School Special Education for the 2019-2020 school year.
2. It is the intent of the parties to evaluate this program at the end of the 2019-2020 school year and consider its continuation, as well as expansion to other appropriate grade levels.
3. The position will be posted for application in the appropriate school building(s).
4. The job description will include, but is not limited to the following:
 - a. Facilitate special education PLC meetings and act as a liaison to the administration
 - b. Work with the director of special education to coordinate the budget
 - c. Make scheduling recommendations to the building administration
 - d. Facilitate implementation of curricula, IEPs and 504s
 - e. Work as an instructional leader and provide APPR support to the department
 - f. Facilitate review of data at meetings of the department
 - g. Attendance at district-wide and/or building level team leader meetings
5. This memorandum of agreement shall not set a precedent for either party.
6. This memorandum of agreement is subject to Board of Education approval.

For the Association:

For the district:

Benjamin J. Alexander
President, JETA

James Froio
Superintendent of Schools

Date: _____

Date: _____



JAMES FROIO
JORDAN-ELBRIDGE CSD
PO BOX 902
JORDAN, NY 13080

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 08/08/2019, **MATTHEW J BUCCI** filed his/her fingerprints with the New York State Education Department and has been cleared for employment in your school. Please note that this clearance is valid only for your school and may not be used for any other purpose, including but not limited to, employment at another school or institution. If your school no longer employs **MATTHEW J BUCCI**, you are required pursuant to Education Law and Regulations to notify OSPRA. Such notice should be made by submitting an online employment termination request or by filing a paper OSPRA 105 form, which is available on the OSPRA website.

DEBORAH A. MARRIOTT
OSPRA Fingerprinting Unit

Office of School Personnel Review and Accountability
NYS Education Department
89 Washington Avenue
Albany, NY 12234
(518)473-2998 -- Fax (518)473-8812
OSPRA@mail.nysed.gov
www.highered.nysed.gov/tcert/ospra/

Close

Print



JAMES FROIO
JORDAN-ELBRIDGE CSD
PO BOX 902
JORDAN, NY 13080

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 08/07/2019, **AMY M GERST** filed his/her fingerprints with the New York State Education Department and has been cleared for employment in your school. Please note that this clearance is valid only for your school and may not be used for any other purpose, including but not limited to, employment at another school or institution. If your school no longer employs **AMY M GERST**, you are required pursuant to Education Law and Regulations to notify OSPRA. Such notice should be made by submitting an online employment termination request or by filing a paper OSPRA 105 form, which is available on the OSPRA website.

DEBORAH A. MARRIOTT
OSPRA Fingerprinting Unit

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Exhibit A						
Customer Name: JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT		ATC Asset Name: Elbridge		ATC Asset #: 306957		
Customer Site Name: N/A			Customer Site #: N/A			
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 16.00'	Primary Contiguous Lease Area		L: 4.00'	W: 4.00'	H: 4.00' Sq. Ft: 16.00
	Cabinet			4.00'	4.00'	4.00' 16.00
	Outside Primary Lease Area			N/A	N/A	N/A Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator:	N/A	Capacity(KW):	N/A	Fuel Tank Size(gal):	N/A	Fuel Type: N/A
						Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct						
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type:	TX/RX	Quantity:	1	TX Power(watts):	50	ERP(watts): 50
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	Radio/ODU	N/A	N/A	N/A	N/A
Manufacturer	Laird	Motorola	N/A	N/A	N/A	N/A
Model #	FG4605	SLR 5000	N/A	N/A	N/A	N/A
Dimensions HxWxD	76" x 2" x 2"	19" x 14.6" x 1.8"	N/A	N/A	N/A	N/A
Weight(lbs.)	4.0	19.0	N/A	N/A	N/A	N/A
Location	Tower	Ground	N/A	N/A	N/A	N/A
RAD Center AGL	173.0'	4.0'	N/A	N/A	N/A	N/A
Antenna Tip Height	176.2'	4.8'	N/A	N/A	N/A	N/A
Antenna Base Height	169.8'	3.2'	N/A	N/A	N/A	N/A
Mount Type	Stand-Off	N/A	N/A	N/A	N/A	N/A
Quantity	1	1	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	1	1	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	MHz	N/A	N/A	N/A	N/A
TX Frequency	450.00	N/A	N/A	N/A	N/A	N/A
RX Frequency	460.00	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	No	N/A	N/A	N/A	N/A
Antenna Gain	5	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	1	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	1	N/A	N/A	N/A	N/A
Line Type	Coax	Coax	N/A	N/A	N/A	N/A
Line Diameter Size	1/2" Coax	1/2" Coax	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#2-OAA750061




AMERICAN TOWER®
 A.T. ENGINEERING SERVICE, PLLC
 3500 REGENCY PARKWAY
 SUITE 100
 CARY, NC 27518
 PHONE: (919) 466-0112

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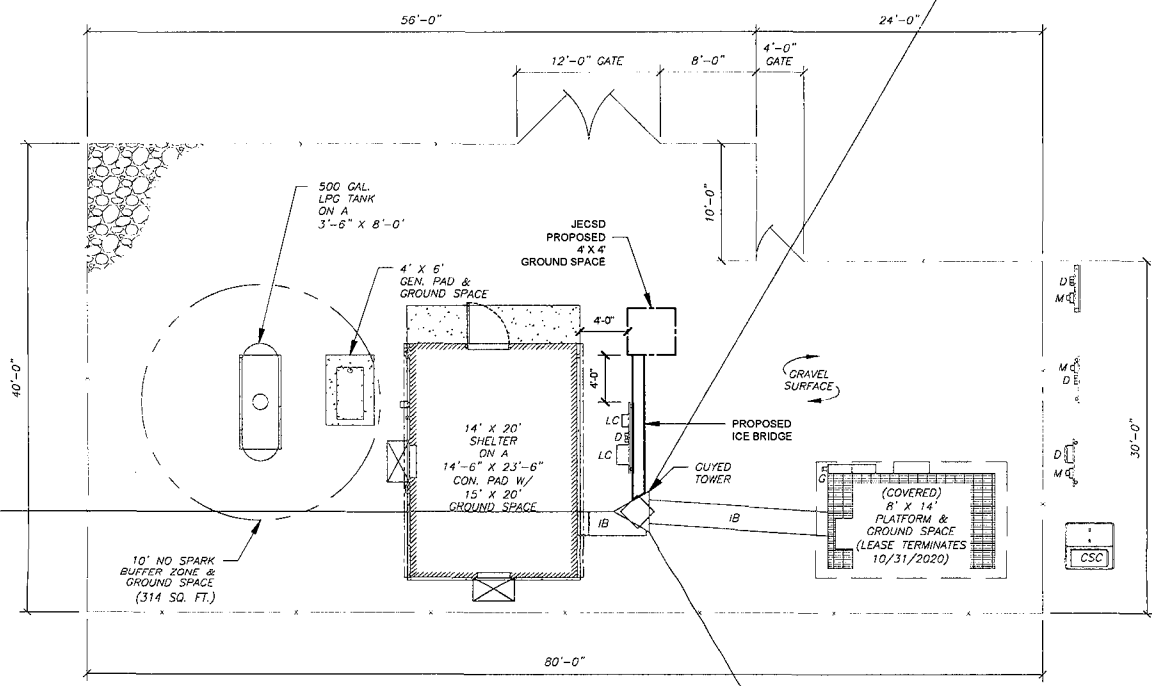
ATC SITE NUMBER:
306957
 ATC SITE NAME:
**ELBRIDGE
 NEW YORK**

LEGEND

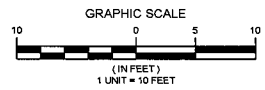
⊗	GROUNDING TEST WELL
AV	AIR VEIL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
C	CABINET
CS	COAX SHROUD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
G	GENERATOR
GEN	GENERATOR RECEPTACLE
HM, V	HAND HOLE, VAULT
HFC	HYDROGEN FUEL CELL
HSM	HYDROGEN STORAGE MATERIAL
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
LPG	LIQUID PROPANE GAS
M	METER
MTS	MANUAL TRANSFER SWITCH
OHW	OVERHEAD WIRE
P	POWER
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
- - -	BUFFER (PROPERTY LINE)
---	GROUND SPACE (LEASE AREA)
----	EASEMENT

DRAWN BY:	M. CHAVIS
DATE DRAWN:	07/16/2019
CUSTOMER:	JECSD
ATC PROJECT NO.:	OAA750061
ATC ASSET NO.:	306957

SITE PLAN LAYOUT	
SHEET NUMBER:	AUDITED BY:
SITE-1	KPF
	ON
	07/16/19



NOTE:
 ATC LEASE AREA = 873,300.93 SQ. FT. ±
 (20.05 ACRES ±)



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LICENSE AGREEMENT

ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Tower Asset Sub II, LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Jordan-Elbridge Central School District, with a place of business at 9 North Chappell Street, Jordan, NY 13080 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Elbridge

Site Number: 306957

Address and/or location of Tower Facility: 330 Barker Road, Jordan, NY 13080-9511

Tower Facility Coordinates: Lat. 43.04250 Long. -76.47913

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Vinny Smith (315) 277-1181.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Vinny Smith.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address: SpectraSite Communications, LLC, 29641 Network Place, Chicago, IL 60673-1296 Attn: Property Management; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly License Fee: Six Hundred Seventy-Five and 00/100 Dollars (\$675.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Four percent (4%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: \$1,500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of ten (10) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) October 23, 2019.

Renewal Terms: 3 additional periods of 5 years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$_____ per month ("**Utility Fee**") subject to adjustment pursuant to Subsection 5(b), OR
 Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("**PCNs**") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "**PCN Default**") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("**PCN Retention Fee**"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for

any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. Licensor and Licensee agree and acknowledge that Licensee shall be responsible for painting the transmission lines to match the colors of the tower.

E. Notwithstanding anything to the contrary contained herein, Licensee shall pay to Licensor a one-time non-refundable fee in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) (the "Collocation Fee") payable concurrent with the submission of the Application (\$2,000.00 of which is attributable to Site Inspection Fee and SSIF Fees, and \$1,000.00 of which is attributable to Structural Analysis Fee (as defined herein). Notwithstanding the foregoing, any equipment design modification initiated by Licensee that occurs prior to the initial installation of Licensee's Approved Equipment or any subsequent modification thereto, shall result in an additional structural analysis fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), per each design change.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

American Tower Asset Sub II, LLC, a
Delaware limited liability company

LICENSEE

Jordan-Elbridge Central School District

By: _____

Print Name: _____

Its: _____

Date: _____

By _____

Print Name: _____

Its: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval

or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.** All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) Taxes.

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing

Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place,

and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance

and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the

operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be

fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and

this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such

judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this

Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may

be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

- Exhibit A: List of Approved Equipment and location of the Licensed Space
- Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
- Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
- Appendix I: Definitions
- Appendix II: Insurance

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit B

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter
or space in Licensor's building (as applicable)**

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "**control**" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.