



JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT

Colleen Frawley
Director of Special Education
(315) 689-8500x5042
cfrawley@jecsd.org

TO: Mr. James Froio, Superintendent
Members of the Board of Education

FROM: Colleen Frawley, Director of Special Education

RE: CSE Determinations for June 5, 2019 Board Meeting

DATE: May 29, 2019

April 4, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2247** - 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.

April 5, 2019 CSE Determinations
Annual Review Meeting

- **Case # 2688** - 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.

Annual Review Meeting

- **Case # 3041** - 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.

Annual Review Meeting

- **Case # 2908** - 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.

Annual Review Meeting

- **Case # 2999** - 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.

Annual Review Meeting

- **Case # 2845** - 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.

April 9, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2965** - 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 and Additional Adult Support in ELA and Social Studies 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2922** - 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 and Additional Adult Support in ELA and Social Studies 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2602** - 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 Speech Therapy 2 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2686** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add Speech Therapy 2 times per week and a Speech Therapy Consult 10 times per year. All other supports and services are appropriate at this time.

April 10, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2045** - 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, Adaptive Physical Education 2 times per week, Speech 3 times per week, and a 1:1 Aide 5 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2277** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to add a half-day work based learning program 5 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2317** - 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.

Annual Review Meeting

- **Case # 2093** - 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, 1:1 Aide 5 times per week, Adapted Physical Education 5 times per week, and Speech Therapy 3 times per week. ESY Services are recommended. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2190** - 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, 1:1 Aide 5 times per week, Adapted Physical Education 2 times per week, Speech 3 times per week, and Occupational Therapy Consult one time per month. ESY Services are recommended. All other supports and services are appropriate at this time.

May 14, 2019 CSE Determinations

Annual Review Meeting

- **Case # 2663** - 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 # 2191** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to that all current supports and services are appropriate at this time.

May 17, 2019 CSE Determinations

Initial Eligibility Determination Meeting

- **Case # 3076** - 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 5 times per week. All other supports and services are appropriate at this time.

Reevaluation Review Meeting

- **Case # 2781** - 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.

Annual Review Meeting

- **Case # 2839** - 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 5 times per week, Occupational Therapy 2 times per week, and Speech Therapy 4 times per week. All other supports and services are appropriate at this time.

Annual Review Meeting

- **Case # 2842** - 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, Additional Adult Support 5 times per week, Speech Therapy 4 times per week, Audiology Consults 10 times per year, use of an FM system, and to discontinue Occupational Therapy. ESY Services are recommended. All other supports and services are appropriate at this time.

May 21, 2019 CSE Determinations

Requested Review Meeting

- **Case # 3028** - Based on a review of records, together with input from parents, current staff and teachers, the committee recommendation is to modify this student's school day. All other supports and services are appropriate at this time.



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

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/15/2019, **JENNIFER A HARTWELL** 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 **JENNIFER A HARTWELL**, 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
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JORDAN, NY 13080

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/21/2019, **LAURA J RENAUD** 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 **LAURA J RENAUD**, 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.

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FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/23/2019, **KEELIE S HOTCHKISS** 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 **KEELIE S HOTCHKISS**, 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.

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FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/22/2019, **KAYLEE M BALDWIN** 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 **KAYLEE M BALDWIN**, 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.

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FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/22/2019, **NICOLE D HARDMAN** 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 **NICOLE D HARDMAN**, 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.

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JORDAN, NY 13080

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/24/2019, **KARA HICKEY** 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 **KARA HICKEY**, 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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AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of May in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Jordan-Elbridge Central School District
P.O. Box 902
9 N. Chappell Street
Jordan, NY 13080

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

Robertson Strong Apgar Architects
1054 James Street
Syracuse, NY 13203

for the following Project:
(Name, location and detailed description)

Jordan Elbridge CSD Multi-Year Capital Outlay
This project involves flooring replacement throughout the District's buildings in separate projects over the course of five years.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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User Notes:

(1750557753)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000.00

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

\$500,000.00

.4 Professional Liability

\$2,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

If required:

Environmental Testing

Environmental Design based upon results of Environmental Testing

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the

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Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

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action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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User Notes:

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$7,500.00 (Seven-Thousand, Five-Hundred Dollars) for 2019-2020 Capital Outlay Project
 \$7,500.00 (Seven-Thousand, Five-Hundred Dollars) for 2020-2021 Capital Outlay Project
 \$7,500.00 (Seven-Thousand, Five-Hundred Dollars) for 2021-2022 Capital Outlay Project
 \$7,500.00 (Seven-Thousand, Five-Hundred Dollars) for 2022-2023 Capital Outlay Project
 \$7,500.00 (Seven-Thousand, Five-Hundred Dollars) for 2023-2024 Capital Outlay Project

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
 (Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
 (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
 (Insert amount of, or basis for, compensation.)

Per the attached hourly rate schedule. See Exhibit 'A'.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design & Scoping	Fifteen	percent (15	%)
Construction Documents	Fifty	percent (50	%)
Project Closeout	Thirty-Five	percent (35	%)

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Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per the attached hourly rate schedule. See Exhibit 'A'.

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit 'A' – RSA Hourly Rate Schedule

- .3 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER *(Signature)*

James R. Froio Superintendent, Jordan-Elbridge
Central School District

(Printed name and title)

ARCHITECT *(Signature)*

Lawrence C. Appgar CEO & President, Robertson
Strong Appgar Architects

(Printed name, title, and license number, if required)

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Exhibit 'A'



Robertson Strong Apgar Architects

Hourly Rate Schedule

RSA Architects Rates to be applied for additional services during the project.

TITLE	
Architectural Firm Principal.....	\$142.00
Project Architect.....	\$135.00
Sr. Manager	\$132.00
Project Manager	\$115.00
Licensed Architect	\$100.00
Designer / Detailer.....	\$ 85.00
Interior Designer.....	\$ 85.00
CADD Operator Level II.....	\$ 78.50
CADD Operator Level I.....	\$ 72.00
Administrative Support	\$ 50.00

*Annual Rates may increase



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

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/08/2007, **ANNA M RAMSDEN** 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 **ANNA M RAMSDEN**, 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/

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

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/23/2019, **REBECCA P DEMARIO** 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 **REBECCA P DEMARIO**, 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
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(518)473-2998 -- Fax (518)473-8812
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JORDAN-ELBRIDGE CSD
PO BOX 902
JORDAN, NY 13080

FINGERPRINT CLEARANCE

FOR EMPLOYMENT

This is a notice that on 05/30/2019, **ANTHONY R RICHMOND** 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 **ANTHONY R RICHMOND**, 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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JORDAN ELBRIDGE CENTRAL SCHOOL DISTRICT

Policy: _____ Whistle Blower Policy _____ Policy Number: _____

Date of Original Policy: _____ Date Revision Adopted _____

Reviewed by Policy Committee: _____ Date of Next Review: _____

Replacement of Policy Number: _____

It is the policy of the Jordan-Elbridge Central School District to encourage its employees to disclose improper activities, and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper activities. Jordan Elbridge Board of Education has the responsibility to seek out and correct any and all abuses resulting from improper activities, and to protect those who come forward to report improper activities.

To assure the reporting of any activity that threatened the efficient administration of the Jordan-Elbridge Central School District, reports that disclose improper activities shall be kept confidential. Reports shall be submitted to _____ for investigation.

An employee whose conduct may be the subject of the complaint of retaliation, reprisal, interference, threats, coercion or intimidation shall be given all due process rights in any disciplinary action that may result, pursuant to existing and applicable Jordan-Elbridge Central School District personnel policies and collective bargaining agreements and procedures established by the _____

This policy is adopted pursuant to New York Education Code Section _____, and shall be known as the “Jordan-Elbridge Central School District Whistle blower Protection Policy.”

I. Definitions

A. Definitions used in this Whistleblower Policy

To assist in the understanding of this policy, the following terms shall be defined as follows:

1. “Any person” includes classified, certificated and unclassified employees, and applicants for the Jordan-Elbridge Central School District.
2. “Board” means the Jordan-Elbridge Central School District Board of Education.
3. “Complaint” means the written complaint alleging actual or attempted acts of reprisal, retaliation, threats, coercion, intimidation, interference, or similar improper acts that is submitted under penalty of perjury.

4. "Disciplinary action" means any direct form of discipline as defined in personnel rules and regulations adopted by the Jordan-Elbridge Central School District. "Disciplinary action" shall include the firing of an employee.
5. "Superintendent" is defined as the Superintendent for the Jordan-Elbridge Central School District.
6. "Improper Activity" is defined as any activity by a Jordan-Elbridge Central School District department, or by an employee that is undertaken in the performance of the employee's official duties, whether or not such action is within the scope of his or her employment or by an individual or company conducting or performing work for the Jordan-Elbridge Central School District which is:
 - a. in violation of any State or Federal law or regulation, including, but not limited to, corruption, malfeasance, bribery, theft of Jordan-Elbridge Central School District property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, discrimination, misuse of Jordan-Elbridge Central School District property and facilities, or willful omission to perform duty or
 - b. in violation of any Jordan-Elbridge Central School District policy, procedure, rule or regulation established by the Board, or
 - c. is economically wasteful, involves gross misconduct, incompetence, or inefficiency, or
 - d. is a substantial and specific danger to public health and/or safety.
7. "Protected disclosure" means a good faith communication that discloses or demonstrates an intention to disclose information that may evidence either of the following:
 - a. An improper activity
 - b. Any condition that may significantly threaten the health and/or safety of employees or the public if the disclosure or intention to disclose was made for the purpose of remedying that condition. A disclosure made in connection with an employee's assigned normal duties is not protected.
8. "Report" means an oral or written protected disclosure of information as defined above.
9. "_____ " means the Jordan-Elbridge Central School District investigation officer.

10. "Use of official authority or influence" includes promising to confer, or conferring, any benefit; effecting, or threatening to effect, or taking, or directing others to take, or recommending, processing, or approving, any personnel action, including but not limited to, appointment, promotion, transfer, performance, evaluation, suspension, or other disciplinary action.

B. Retaliation to New York State Education Code _____

If there is any conflict between the provisions of this policy , including definitions, or those used in New York State Education Code _____, the statutory provisions shall control.

II. Reporting Improper Activities

A. Reporting Improper Activities

Any person may report information alleging improper activity under Procedure (s) established by the Jordan-Elbridge Central School District Board of Education

B. Where to Report Improper Activities

Reports that disclose information concerning improper activities shall be submitted as follows:

1. Classified, Certificated and unclassified employees shall provide information to the immediate Supervisor or the information shall be provided directly to the _____
2. Applicants for Jordan-Elbridge Central School District employment shall submit information directly to _____
3. If the _____ or the Superintendent is the subject of the information the Supervisor receiving the information shall submit it directly to the President of the Board.

C. Procedure for Investigating Reports of Improper Activities

Reports alleging improper activity will be investigated, if warranted, and reported according to procedures established by the _____, the Superintendent, and the Board of Education.

III. Protection from Actual or Attempted Acts of Interference, Intimidation, Reprisal, Retaliation, Threats and Coercion, for Reporting Improper Activities

A. Reprisal, Retaliation, Threats, Coercion, Intimidation or Interference with the Right to Report Information of Improper Activities Prohibited

A Jordan-Elbridge Central School District employee may not directly or indirectly use or attempt to use the official authority or influence of his or her position or office to interfere with the right of a person to provide information as described in Section II.A (above); or intentionally engage in acts of reprisal, retaliation, threats, coercion or similar acts against a person as a result of his or her providing, or attempting to provide, such information or refusing to obey and illegal order.

B. Filing a Written Complaint

1. When information, as described in Section II. A has been provided under the procedures of Section II.B and the complainant becomes the subject of acts or actual or attempted reprisal, retaliation, interference, intimidation, coercion or threats, a complaint shall be filed directly with an immediate Supervisor, except as provided in III.B.2, below. The Supervisor shall be responsible for submitting the complaint to the _____ with a memorandum from the Supervisor.
2. When information, as described in II.A. has been provided under the procedures of II.B. and the complainant becomes the subject of actual or attempted interference or retaliation, reprisal, intimidation, coercion or threats, a complaint shall be filed directly with _____ under the following conditions.
 - a. The person is an applicant for employment; or
 - b. The employee does not wish to file the complaint with and immediate Supervisor because the disclosure of improper activity or complaint of reprisal action involves allegations against the Supervisor.
3. Any complaint filed with the _____ must be filed within 12 months of the alleged act or threat of interference or retaliation.

4. In order for a complaint of actual or attempted acts of interference, intimidation, reprisal, retaliation, threats or coercion to be accepted by the _____, the complainant must have previously provided information, as described in Section II.A pursuant to the procedures in Section II.B with the immediate Supervisor, _____, Superintendent or President of the Board.
5. An exception shall be made where the complainant presents a preponderance of evidence that the complainant was prevented from providing information by intimidation or interference. A preponderance of evidence means that it is more likely than not that the intimidation or interference has occurred. The _____ will determine if the evidence is sufficient in his/her sole discretion.
6. A complaint of actual or attempted acts or interference, reprisal, retaliation, intimidation, coercion, threats or similar improper acts may also be filed with a local law enforcement agency pursuant to _____

C. Investigation of Complaints by the _____

1. The _____ shall determine issues of timeliness and where warranted, investigate complaints from any person alleging actual or attempted acts of reprisal, interference, intimidation, retaliation, threats, coercion or similar acts.
2. When a complaint is filed with the _____, the _____ investigation and findings shall be limited to the interference, reprisal or retaliation aspect of the complaint only.
3. Before final findings are made, the _____ will provide a copy of the complaint and any documents upon which the _____ intends to rely in reaching findings to the person accused of interference, intimidation, reprisal, retaliation, threats, or coercion. That person will be provided the opportunity to respond to the complaint and to file a written statement, which will become part of the record submitted to the Superintendent
4. The _____ will present findings to the Superintendent within a reasonable time, or within such specific time limits as may be agreed to by the Superintendent and _____, or as established by the Board.
5. If, for any reason, the _____ activities with respect to a complaint are terminated before findings are sent to the Superintendent, the complaint will be sealed and will be released only to the _____, Superintendent or Board and as required by law.

6. If the report alleges that the _____ or the Superintendent interfered or took the retaliatory action, the _____ shall not investigate the report. The file shall be directly provided to the President of the Board who shall investigate the matter or designate someone to investigate the retaliation.

D. Superintendent's Decision.

1. The _____ shall present findings of the investigation to the Superintendent shall reach a decision regarding the complaint and shall communicate that decision to the complainant and to the person or persons accused of violating Section III.A of this Policy. The Superintendent's decision will include any appropriate relief for the complainant but will not describe any disciplinary action that may be taken against the accused party (ies). The provision of the New York State Education Code _____ shall govern the Superintendent's decision.
2. If the complaint alleges that the _____ or Superintendent interfered or took the retaliatory action, the complaint of retaliation shall be present to the President of the Board, who will take the administrative actions described for the Superintendent

E. Discipline of a Jordan-Elbridge Central School District Employee

Subject to existing and applicable Jordan-Elbridge Central School District personnel program policies and collective bargaining agreements and procedures established by the _____ the Superintendent will determine the appropriate disciplinary action, if any, to be initiated against a Jordan-Elbridge Central School District employee found to have taken reprisal actions, interfered or retaliated, as defined in Section III.A.

F. Appeal of Decision

Decisions of the Superintendent based on findings or the _____ may be appealed to the Board of Education pursuant to existing, applicable Jordan-Elbridge Central School District personnel program policies and collective bargaining agreements and procedures established by the Personnel Commission.

G. Annual Report

The Superintendent shall submit an annual report of actions taken under this policy through the Audit Committee to the Board of Education. The report should include complaints received and acted on during the fiscal year (July 1 through June 30)