Lake Shore Central School District Board of Education ~ Regular Meeting & Work Session
Tuesday, November 18, 2014 @ 7:00 p.m.
Tuesday, November 25, 2014 @ 7:00 p.m.
Sr. High School—Media Center
Tuesday, December 2, 2014 @ 6:30 p.m.
Highland Elementary – Library Media Center

District Goals
The Lake Shore Central School District Board of Education supports professional learning communities that focus on results and cultivate a culture of collaboration to improve student learning and opportunity. The Board of Education goals listed below are the measure for our high expectations in all aspects of educating our students.

• The District will cultivate an appropriate educational environment of high expectations and challenging instructional programs providing students with the climate, knowledge and skills necessary for improved performance on all formal assessments.
• The District will continue to enhance communication with our entire school community focusing on student, staff and District efforts and achievements.
• The District will make adequate yearly progress on accountability measures to continue to earn the New York State Education Department designation as a “District in Good Standing.”
• The District will increase graduation rates annually, reflecting a greater percentage of students achieving Regents Diplomas with Advanced Designation status.
• The District will continue to demonstrate fiscal responsibility by reviewing enrollment, programming, procedures and initiatives for effectiveness, success, need and opportunity, while seeking and supporting opportunities to reduce expenditures, share services and secure grant funding.
• The District will support an evolving technology blueprint that meets hardware, software and network needs for the implementation and advancement of technology through the District Technology Plan.
• The District will promote skills, attitudes, behaviors and environmental factors that lead to schools free from discrimination, intimidation and harassment.

Notice: Board of Education meetings are recorded for the sole purpose of back up information for the Board Minutes. Upon the finalization of the Board Minutes, the recordings are deleted unless otherwise warranted.

I. Call to order

II. Roll call

BOARD MEMBERS PRESENT: 
_____ Connors
_____ Farrell
_____ Latimore
_____ Michalec, President
_____ Scritchfield
_____ Thompson, Vice President
_____ Vogan
_____ Camryn Kmitch, Student Representative

DISTRICT OFFICIALS: 
_____ Przepasniak
_____ Pacos
_____ Evingham
_____ DeMartino

SCHOOL DISTRICT ATTORNEY: 
_____ Harris Beach PLLC (Smith)

III. Approval of Agenda
IV. Recognition of scheduled visitors
1. Highland Elementary Principal Discussion – Christopher Walsh
2. Athletics – Daryl Besant
3. NYS School Report Card – Melissa Bergler

V. Consent Agenda
Recommendation from the Superintendent to approve the following:

A. FISCAL / OPERATIONAL MATTERS

2. Financial Reports
   a. Treasurer’s Report – September 2014
   b. Interest/Investment Report – Informational
   c. Extra Class Accounts:
      Sr. High School
      Balance as of 10/31/14 $111,076.99
      Middle School
      Balance as of 10/31/14 $12,117.65
   d. LSCTA Supplemental Benefit Fund Monthly Report – October 2014 $156,296.06

3. Approve an ad hoc Building Condition Survey Committee as follows: Jennifer Michalec and Jennifer Farrell.

4. Declare the items described in the attachment as surplus and authorize their Disposal for recycling.

5. Declare the items described in the attachment as surplus and offer them up for sale to the highest bidder or disposal.

6. Approve the Foreign Language Club to travel to New York City on April 17, 2015 through April 19, 2015.

7. Approve the High School Foreign Language European Field Trip request for dates to be determined for February 2016.

8. Approve the purchase of the attached list of music for Jazz Ensemble And Concert Band Music.
9. Approve the Committee on Special Education & CPSE reports as attested. #10

B. PERSONNEL
1. Approve a medical leave for Melissa McAuley-Hummel from her position as Teaching Assistant, effective September 5, 2014 under the Family Medical Leave Act, followed by an unpaid leave at the end of her pregnancy related Disability, effective October 21, 2014.

2. Approve the temporary appointment of Kara Abramo in the area of Teaching Assistant, at the contract rate of $24 per hour, effective October 21, 2014, while Mrs. Hummel is on unpaid leave status.

3. Approve an unpaid leave for Christine Reynolds from her position as English Education teacher due to the depletion of benefit days, effective October 15-17, 2014.

4. Approve the resignation of Shannon Muldowney as the Middle School Musical Art Director for the 2014-15 school year.

5. Approve the appointment of Frank Vail as the Sr. High School Musical Art Director for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

6. Approve the appointment of Eric Blodgett as the Sr. High School Musical Band Director for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

7. Approve the appointment of Jennifer Neuman as the Middle School Musical Art Director for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

8. Approve the appointment of Anna Agro as the Middle School Musical Band Director and Musical Vocal Director for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.


10. Approve the resignation of Paul Taylor as the Boys Varsity Soccer Coach for the 2014-15 school year.

11. Approve the resignation of Ronald Tonelli, Jr. as the Boys JV Soccer Coach for the 2014-15 school year.

12. Approve the appointment of Vincent Fininzio as the Girls Varsity Softball Coach for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.
13. Approve the appointment of Heidi Kaminski as an English Department Co-Chair for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

14. Approve the appointment of Shannon Muldowney and Deanne Poleon as Mentors for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

15. Approve the following LSCTA Members as Home Tutors for the District at a rate of pay pursuant to the District-LSCTA Agreement.
   - Sara Juszkiewicz
   - Wendy Kester
   - Katherine Kreinheder
   - Tess Rugani
   - Brian Warham

16. Approve the following non-LSCTA individuals as Home Tutors for the District at a rate of $35/hour:
   - Sheila Campbell
   - Josh Fitzgerald
   - Danielle Guenot
   - Elizabeth Matteson

17. Approve the temporary appointment of Ann Coleman as a Classroom Aide for the District at Step 1 of the Teamsters 264 contract, effective November 3, 2014.

18. Approve the temporary appointment of Gina DeMaria as a Personal Care Aide for the District at Step 1 of the Teamsters 264 contract, effective November 17, 2014.

19. Approve an unpaid leave for Sonya Chiappetta from her position as Clerk Typist on an intermittent basis, effective November 13, 2014 through June 30, 2015.

20. Approve an unpaid leave for Sandra Lewis from her position as Classroom Aide, effective October 17, 2014.

VI. Old Business
Recommendation from the Superintendent to approve the following:
   A. FISCAL / OPERATIONAL MATTERS
   B. PERSONNEL
1. Approve the appointment of the following individuals to run the Extended Day Detention Program at the Sr. High School during the 2014-15 school year at a rate of $24/hour $25.50/hour: Frank Vail, Michael Frew, and Anne Drake.
VII. New Business
Recommendation from the Superintendent to approve the following:

A. FISCAL / OPERATIONAL MATTERS
1. Approve the First Reading of Policies reviewed by the Subcommittee on November 4, 2014:
   - Amended Policy: 6161 – Conference/Travel Expense Reimbursement
   - New Policy: 7590 – Children Living on Indian Lands

2. Approve the attached Universal Pre-Kindergarten Plan.

3. Approve the attached NSBA Resolution to authorize the Board of Education to attend the National School Boards Association’s 75th Annual Conference & Exposition Nashville, TN on March 21-23, 2015.


B. PERSONNEL
1. Approve the six-month probationary appointment of Rose Putzbach as a Custodian for the District at Step 5 of the Teamsters 264 contract, effective October 31, 2014.

VIII. Discussion

IX. School Board Reports, News and Notes
1. Student Representative Report

2. Board of Education Committee Reports
   - NYSSBA Annual Convention in NYC

3. ECASB Update/Reports

4. Calendar
   - December 3rd – 7th & 8th Grade Band & Orchestra Concert @ 7 p.m.
   - December 4-5th – Parent Teacher Conference Days – ½ Day for K-8 Only
   - December 9th – Highland Holiday Concert @ 7 p.m.
   - December 10th – Project KNOW Parent Orientation at JTW @ 7 p.m.
   - December 11th – AJS Holiday Concert @ 7 p.m.
   - December 12th – Middle School Snowflake Dance – 7-9 p.m.
   - December 15-18th – Grade 5 Project KNOW
   - December 15th – Sr. High Holiday Concert I @ 7 p.m.
   - December 16th – Project KNOW Parent/Child Night at JTW @ 7 p.m.
   - December 16th – Board of Education Regular Meeting @ 7 p.m. in Sr. High Media Center
   - December 17th – 6th Grade Band, Orchestra & Chorus Concert & 7th & 8th Grade Chorus @ 7 p.m.
   - December 18th – JTW Holiday Concert @ 7 p.m.
December 22\textsuperscript{nd} – Sr. High Holiday Concert II @ 7 p.m.
December 24\textsuperscript{th}-January 2\textsuperscript{nd} – Holiday Recess
January 5\textsuperscript{th} – School Resumes

5. Superintendent’s Report

X. Recognition of unscheduled visitors

XI. Executive Session

1. Discuss the employment history of particular individuals.
2. Discuss collective negotiations.

XII. Return to Regular Session

XIII. Adjournment
I. Call to order
The meeting was called to order in the Sr. High School Media Center at 7:05 p.m. by Mrs. Michalec, Board President, as she made an emergency exit announcement, lead the pledge of allegiance, and then made an announcement to please turn off all electronic devices during the meeting.

II. Roll call
BOARD MEMBERS PRESENT:  
Jennifer Farrell  
Cindy Latimore  
Jennifer Michalec, President  
Dyan Scritchfield  
Carla Thompson, Vice President  
Richard Vogan  
Camryn Kmitch, Student Representative  

DISTRICT OFFICIALS:  
James Przepasiak, Superintendent of Schools  
Daniel Pacos, Asst. Superintendent for Administration & Finance  
Melissa Bergler, Asst. Superintendent for Instruction  
Kristine DeMartino, District Clerk  

SCHOOL DISTRICT ATTORNEY:  
Marnie Smith, School Attorney  

OTHERS PRESENT:  
Andrew Manzella – The Sun  
JulieAnn Hoerner  
Traci LaFalce  
Jennifer Foley  
Zachary Kruger  
Janet Kruger  
Kyleigh Kaczor  
Nicholas Speck  
Katrina Kaminski  

EXCUSED:  
William Connors, Jr.,  

III. Approval of Agenda
A motion was made by Cindy Latimore, seconded by Richard Vogan, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the agenda.

Action No. 31  9/16/14

IV. Recognition of scheduled visitors
1. Recognition of August Graduates – Mrs. Hoerner, Mrs. Michalec & Mr. Przepasiak recognized the August 2014 Graduates.

   Sydney Baker  
   Charles Belisle  
   Evan Diorio  
   Austin Haas  
   Kyleigh Kaczor  
   Zachary Kruger  
   Monica Morrisey  
   Jamie Moskal  
   Tyler Roberts  
   Kyler Ross  
   Charles Scanlan  
   Nicholas Speck
V. Break for Graduation Reception

At 7:11 p.m. a motion was made by Jennifer Farrell, seconded by Richard Vogan, voted upon and carried 6-0 to break for a graduation reception to honor the August Graduates.

VI. Return to Regular Session

At 7:32 p.m. a motion was made by Jennifer Farrell, seconded by Cindy Latimore, voted upon and carried 6-0 to return to regular session.

VII. Consent Agenda

A motion was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the items contained under the consent agenda.

Action No. 32  9/16/14

Recommendation from the Superintendent to approve the following:

A. FISCAL / OPERATIONAL MATTERS


2. Financial Reports
   a. Treasurer’s Report – August 2014
   b. Interest/Investment Report – Informational
   c. Extra Class Accounts:
      Sr. High School
         Balance as of 8/31/14   $98,816.73
      Middle School
         Balance as of 8/31/14   $8,341.19
   d. LSCTA Supplemental Benefit Fund
      Monthly Report – August 2014 $283.61

3. Approve Library Books and Textbooks to be discarded, resold or rebound.

4. Declare the items (computer items) described in the attachment as surplus and offer them up for sale to the highest bidder or disposal/recycling.

5. Award the bids for items that recently went to auction to the highest bidders as attached.

6. Approve Sr. High School Band to travel to Orlando, FL to attend the Florida Music Festival on April 15, 2015 through April 20, 2015.
7. Approve the Committee on Special Education & CPSE reports as attested.

B. PERSONNEL
1. Approve the appointment or Sophie Chimera as the Sr. High GSA Co-Advisor for the 2014-15 school year.

2. Approve the attached revised list of Department Chairpersons, Team Leaders and Elementary Core Curriculum Leaders for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

3. Approve the appointment of Joseph Simon as a Home Tutor for the District at a rate of $35/hour.

4. Approve an unpaid leave for Katrina Kaminski from her position as Special Education teacher effective April 20-24, 2015.

VIII. Old Business
Recommendation from the Superintendent to approve the following:
A. FISCAL / OPERATIONAL MATTERS
B. PERSONNEL

IX. New Business
Recommendation from the Superintendent to approve the following:
A. FISCAL / OPERATIONAL MATTERS

A motion was made by Jennifer Farrell, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the Second Reading of policies reviewed by the Subcommittee on August 12, 2014.

Action No. 33 9/16/14

1. Approve the Second Reading and adoption of Policies reviewed by the Subcommittee on August 12, 2014:
   Amended Policies:
   1332 – Duties of the School District Treasurer
   3110 – School Sponsored Media
   3170 – School District Standards and Guidelines for Web Page Publishing
   3411 – Prohibition of Weapons on School Grounds
   3420 – Non Discrimination and Anti-Harassment in the School District
   4340 – Confidential (Exempt) Support Staff Definition
   5110 – Budget Planning and Development
   5120 – School District Budget Hearing
   5570 – Financial Accountability
   5632 – Pest Management and Pesticide Use
   5710 – Transportation Program
A motion was made by Jennifer Farrell, seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the Resolution to authorize Board Member, Carla Thompson, to attend the NYSSBA’s 2014 Leadership Academy in Rochester, NY on September 19, 2014 and the NYS Association for Computers and Technologies in Education’s Google Camp West in Mumford, NY which was held on August 20, 2014.

Action No. 34  9/16/14

2. Approve the attached Resolution to authorize Board Member, Carla Thompson, to attend the NYSSBA’s 2014 Leadership Academy in Rochester, NY on September 19, 2014 and the NYS Association for Computers and Technologies in Education’s Google Camp West in Mumford, NY which was held on August 20, 2014.
A motion was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:


Action No. 35  9/16/14


**B. PERSONNEL**

A motion was made by Cindy Latimore, seconded by Carla Thompson, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the part-time (0.6 FTE) appointment of Traci A. LaFalce in the area of Home Economics – General, Step 1 – Masters, effective September 2, 2014.**

Action No. 36  9/16/14

1. Approve the part-time (0.6 FTE) appointment of Traci A. LaFalce in the area of Home Economics – General, Step 1 – Masters, effective September 2, 2014.

A motion was made by Jennifer Farrell, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts with regret the resignation of Jacqueline Markle from her position as Monitor for the District, effective August 25, 2014.**

Action No. 37  9/16/14

A motion was made by Cindy Latimore, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts with regret the resignation of Donna Hayden from her position as Monitor for the District, effective September 2, 2014.**

Action No. 38  9/16/14

3. Accept with regret the resignation of Donna Hayden from her position as Monitor for the District, effective September 2, 2014.

A motion was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts with regret the resignation of Debra Kuminski from her position as Bus Attendant for the District, effective September 8, 2014.**

Action No. 39  9/16/14

4. Accept with regret the resignation of Debra Kuminski from her position as Bus Attendant for the District, effective September 8, 2014.

A motion was made by Dyan Scritchfield, seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the six-month probationary appointment of Jacqueline Markle as a Personal Care Aide for the District at Step 2 of the Teamsters 264 contract, effective September 2, 2014.**

Action No. 40  9/16/14

5. Approve the six-month probationary appointment of Jacqueline Markle as a Personal Care Aide for the District at Step 2 of the Teamsters 264 contract, effective September 2, 2014.

A motion was made by Carla Thompson, seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the increase in hours for Michael Sciarrino as a Custodian for the District at Step 2 of the Teamsters 264 contract, effective September 2, 2014.**

Action No. 41  9/16/14

6. Approve the increase in hours for Michael Sciarrino as a Custodian for the District at Step 2 of the Teamsters 264 contract, effective September 2, 2014.
X. Discussion
1. Agenda items for the October 7, 2014 Work Session
   ➢ 5:45 p.m. Board of Education Building Tour – A. J. Schmidt Elementary School
   ➢ Principal Discussion – Jill Clark
   ➢ College On Track

XI. School Board Reports, News and Notes
1. Student Representative Report – Camryn Kmitch provided the Board with a brief calendar of events for Spirit Week – September 29th through October 3rd. The 2014 Homecoming Theme is City of Lights. October 4th is the Homecoming Dance from 7-10 p.m. in the Sr. High Gymnasium.

2. Board of Education Committee Reports – Committees provided brief reports to the full Board on recent Athletic & Technology Committee meetings.
   ➢ Athletic Committee Report
   ➢ Technology Committee Report

3. ECASB Update/Reports – Mr. Vogan and Ms. Farrell attended the ECASB Delegate Assembly meeting on September 4th. The Delegate Assembly discussed ways for districts to save money, including shared services. Mr. Vogan and Ms. Farrell provided a brief report of the meeting.

4. Calendar
   ➢ September 17th – JTW Open House @ 6:30 p.m.
   ➢ September 17th – Senior College Planning @ 6:30 p.m.
   ➢ September 18th – Middle School Open House @ 7 p.m.
   ➢ September 23rd – Parent Drug & Alcohol Forum @ 6 p.m. in Sr. High Auditorium
   ➢ September 25th – Sr. High School Open House & WNY College Consortium Fair @ 7 p.m.
   ➢ September 26th – Freshman Academy Team Building Boot Camp
   ➢ September 26th – Middle School Fun Night @ 5-7 p.m.
   ➢ September 27th – Lake Shore Girls Volleyball Invitational Tournament @ 8 a.m.
   ➢ September 30th – October 3rd – Spirit Week
   ➢ September 30th – Powder Puff Game
   ➢ October 1st – Bonfire, Car Smash & Dunk Tank
   ➢ October 2nd – ECASB Annual Leaders’ Dinner – Millennium Hotel @ 6-8:30 p.m.
   ➢ October 3rd – Sr. High Pep Assembly
   ➢ October 3rd – Emergency Dismissal Drill – All Grades K-12 will be dismissed 15 minutes early.
   ➢ October 3rd – Homecoming Events @ 5 p.m.
   ➢ October 3rd – Homecoming Game – Lake Shore vs. East High School @ 6:30 p.m.
   ➢ October 4th – Homecoming Dance in Sr. High Gymnasium – 7-10 p.m.
   ➢ October 7th – Board of Education Building Tour – A. J. Schmidt Elementary @ 5:45 p.m.
   ➢ October 7th – Board of Education Work Session – A. J. Schmidt Elementary @ 6:30 p.m.
   ➢ October 10th – Superintendent’s Conference Day – No School for Students
   ➢ October 13th – Columbus Day – No School
   ➢ October 21st – Board of Education Regular Meeting @ 7 p.m. in Sr. High Media Center
   ➢ October 26-28th – NYSSBA Annual Convention in NYC

5. Superintendent’s Report – The Superintendent referred the Board to the Board of Education Presentation Calendar for the 2014-15 academic year. He also advised that principals are reporting great attendance for Open Houses throughout the District. On September 11th Sr. High School Assistant Principal. Matt Fisher, represented the District at an awards ceremony wherein he received a Certificate of Recognition awarded to the Lake Shore Central School District as a Western New York Emerging STEM School System. (Science, Technology, Engineering & Math.)
XII. **Recognition of unscheduled visitors** – Jennifer Foley from the Lake Shore Band Boosters introduced herself to the Board and indicated that she would share their fundraising events with the District Clerk who in turn can share with Board Members.

XIII. **Executive Session**
At 8:07 p.m. a motion was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0 to go into Executive Session to discuss the employment history of particular individuals.

1. Discuss the employment history of particular individuals.

XIV. **Return to Regular Session**
At 9:54 p.m. a motion was made by Dyan Scritchfield, seconded by Carla Thompson, voted upon and carried 6-0 to return to regular session.

XV. **Adjournment**
At 9:55 p.m. a motion to adjourn the meeting was made by Jennifer Farrell, seconded by Cindy Latimore, voted upon and carried 6-0.

Respectfully submitted,

Kristine DeMartino
District Clerk
I. Call to order
The meeting was called to order in Room 111 of the A. J. Schmidt Elementary School at 6:31 p.m. by Mrs. Michalec, Board President, as she made an emergency exit announcement, lead the pledge of allegiance, and then made an announcement to please turn off all electronic devices during the meeting.

II. Roll call

BOARD MEMBERS PRESENT:
William Connors, Jr.
Jennifer Farrell
Cindy Latimore
Jennifer Michalec, President
Carla Thompson, Vice President
Richard Vogan

DISTRICT OFFICIALS:
James Przepasniak, Superintendent of Schools
Daniel Pacos, Asst. Superintendent for Administration & Finance
Melissa Bergler, Asst. Superintendent for Instruction
Kristine DeMartino, District Clerk

EXCUSED:
Dyan Scritchfield

OTHERS PRESENT:
Christopher Gordon – The Buffalo News
Andrew Manzella – The Sun
Jennifer Osborne-Coy
Jill Clark
Michelle Kowalski
Kristen Solecki
Lindsay Pollack
Kim Hughes
Steve Brown
Suzanne Krueger
Paul Schimert
John Page
Tim Feider

III. Approval of Agenda
A motion was made by Jennifer Farrell, seconded by Richard Vogan, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the agenda.

Action No. 42  10/07/14
IV. Discussion

1. A. J. Schmidt Elementary – Discussion with Jill Clark, Principal – Mrs. Clark and the A. J. Schmidt PTA provided a brief overview of the exciting things happening at A. J. Schmidt, including activities, community service, positive behavior initiative, and fundraising events. A. J. Schmidt is currently hosting the Buffalo State College Professional Development School, under the direction of Assistant Professor Christopher Shively, on Tuesdays and Thursdays during the first semester of the 2014-15 academic year. There are 13 students from Buffalo State College working 13 cooperating teachers at A. J. Schmidt. Those college students work on bringing math and science integration into our classrooms. A. J. Schmidt will receive a $750 stipend, and a $1,500 grant for hosting this program wherein they will be using the money for science equipment – a weather machine.

2. College On Track – Presentation by Steve Brown, Suzanne Krueger & Paul Schimert – Mr. Brown, Mrs. Krueger and Mr. Schimert provided the board with a summary of College On Track. All 10th – 12th graders have accounts with College On Track, and counselors are currently working with 9th graders to get their accounts set up. College On Track is an educational system that allows teachers, counselors and administrators to use to help guide students to secondary education.

3. NYSED Building Condition (Facilities) Survey – 5 Year Plan – Mr. Przepasniak advised Board Members that every five years all school districts in NYS are required to have a facilities survey completed. It is a thorough review of all of our buildings, operations, systems, etc. The Board briefly discussed the process and it was determined that the District Office Administrators and a Board committee would research firms, select potential firms, and then bring two to three firms to the full Board to make a final decision. The Board has until November 2015 to complete this survey process.

V. Executive Session

At 7:59 p.m. a motion was made by Jennifer Farrell, seconded by Cindy Latimore, voted upon and carried 6-0 to go into Executive Session to discuss the employment history of particular individuals.

Mrs. Michalec indicated that no action will be taken during Executive Session.

1. Discuss the employment history of particular individuals.

VI. Return to Regular Session

At 8:51 p.m. a motion was made by Richard Vogan, seconded by Jennifer Farrell, voted upon and carried 6-0 to return to regular session.

VII. Adjournment

At 8:52 p.m. a motion to adjourn the meeting was made by Carla Thompson, seconded by Jennifer Farrell, voted upon and carried 6-0.

Respectfully submitted,

[Signature]

Kristine DeMartino
District Clerk
I. Call to order
The meeting was called to order in the Sr. High School Media Center at 7:01 p.m. by Mrs. Michalec, Board President, as she made an emergency exit announcement, lead the pledge of allegiance, and then made an announcement to please turn off all electronic devices during the meeting.

II. Roll call

BOARD MEMBERS PRESENT:
William Connors, Jr.
Jennifer Farrell
Cindy Latimore
Jennifer Michalec, President
Dyan Scritchfield
Carla Thompson, Vice President
Camryn Kmitch, Student Representative

DISTRICT OFFICIALS:
James Przepasniak, Superintendent of Schools
Daniel Pacos, Asst. Superintendent for Administration & Finance
Melissa Bergler, Asst. Superintendent for Instruction
Kristine DeMartino, District Clerk

SCHOOL DISTRICT ATTORNEY:
Marnie Smith, School Attorney

OTHERS PRESENT:
Debra Zevethcin
Andrew Manzella – The Sun
Jen Osborne-Coy
Gregory Lepsch
Darlene Zwawa
Brittany Nichols
Paul Hornberger
Heather – High School Band Boosters
Carrie Poissant
Nicole Wegrzynowski
Marge Salley
Kellie Rooth
Laurie Reitz
Melissa Whipple
John Renzo

EXCUSED:
Richard Vogan

III. Approval of Agenda
A motion was made by Jennifer Farrell, seconded by Bill Connors, Jr., voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the agenda.

Action No. 43 10/21/14

Mr. Przepasniak made an addition to the agenda. Policy Committee meeting date was added under Board of Education Committee Reports.
IV. Recognition of scheduled visitors

1. Operation Recognition – Presentation of High School Diploma to Gregory Louis Lepsch – Mrs. Michalec presented Mr. Lepsch with his high school diploma. Gregory Louis Lepsch entered the U.S. Army in October 1968 where he served a year starting with 8 weeks of basic training in Fort Dix, New Jersey, followed by 8 weeks of radio school at Fort Gordon in Augusta, Georgia. He then transferred to Texas where he was stationed until October 1969 when he was deployed to Vietnam. Mr. Lepsch served as a radio man during the Vietnam War until October 1970 when he was Honorably Discharged.

Operation Recognition allows certain veterans to earn high school diplomas if they left school without graduating. Section 305 of the NYS Education Law created Operation Recognition to recognize the dedication and sacrifice of WWII, Korea, and Vietnam veterans who left school before graduation by awarding them a high school diploma.

2. School Board Recognition Week – October 27, 2014 – October 31, 2014 – Mr. Przepasniak read the Governor’s Proclamation for School Board Recognition Week and provided Board Members with a Certification of Appreciation in recognition of their dedication to the Lake Shore Central School District.

3. Presentation of the 2013-14 external audit report by Toski & Co., P.C. – Debra Zevetchin, a Director of Toski & Co. presented the audit report to the Board of Education. She indicated it was an unmodified clean opinion, which is the best you can receive. Ms. Zevetchin indicated that overall the audit went very smoothly, no comments in internal controls, and no internal weaknesses noted. She added for the federal audit there hasn’t been a finding in over three years, which is excellent. The District is increasing its revenues while decreasing expenses.

4. Response to Intervention Plan (RtI) Presentation – Melissa Bergler & Christopher Scarpine provided the Board with a brief overview of the 2014-15 RtI plans for K-5 & 6-8.

V. Consent Agenda

A motion was made by Cindy Latimore, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the agenda.**

Action No. 44  10/21/14

Recommendation from the Superintendent to approve the following:

A. **FISCAL / OPERATIONAL MATTERS**

1. Financial Reports
   a. Treasurer’s Report – September 2014
   b. Interest/Investment Report – Informational
   c. Extra Class Accounts:
      Sr. High School
      Balance as of 9/30/14 $95,907.93
      Middle School
      Balance as of 9/30/14 $9,458.44
   d. LSCTA Supplemental Benefit Fund
      Monthly Report – September 2014 $175,495.09
2. Award the bids for items that recently went to auction to the highest bidders as attached.


4. Approve Sr. High School Leadership in Action class to travel to Orlando, FL to participate in Disney’s Y.E.S. Program on January 28, 2015 through February 1, 2015.

5. Approve the Parents’ Bill of Rights for Data Privacy and Security.

6. Approve the attached revised agreement with the School and Municipal Energy Cooperative of Western New York (SMEC) for the purchase of natural gas and electric.

7. Approve the attached Resolution appointing James Atleson as the Hearing Officer pursuant to Section 75 of the NYS Civil Service Law, with respect to a personnel matter, and authorizes the Hearing Officer to hear evidence, make a transcript of the proceedings, and to issue a written report of his findings and recommendations.

8. Approve the Committee on Special Education & CPSE reports as attested.

B. PERSONNEL
1. Approve the resignation of Holly Coomer as the Sr. High School Musical Art Director for the 2014-15 school year.

2. Approve the resignation of Robert Holden as the Sr. High School Model UN Advisor for the 2014-15 school year.

3. Approve the appointment of Brandon Bernard as the Sr. High School Model UN Advisor for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

4. Approve the appointment of Jessica Sills & Breanna Blasz as the Special Olympics Co-Advisors for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.

5. Approve the appointment of the following individuals to run the Extended Day Detention Program at the Sr. High School during the 2014-15 school year at a rate of $24/hour: Frank Vail, Michael Frew, and Anne Drake

6. Approve the attached additional list of Mentor appointments for the 2014-15 school year, at a rate of pay pursuant to the District-LSCTA Agreement.
7. Approve the appointment of Melissa Atzrott and Tracy Kromer to run intramurals at J. T. Waugh Elementary during the 2014-15 school year at a rate of $29.70 per hour.

8. Approve the appointment of Kristina Lewis, Gina Hackbarth, Jody Schmidle, Lynn Streeter, Todd Creech and Susan Walterich to run intramurals at Highland Elementary during the 2014-15 school year at a rate of $29.70 per hour.

9. Approve the appointment of Jennifer Donovan, Mary Morrison, Jessica Ritz, and Traci Smardz to run intramurals at A. J. Schmidt Elementary during the 2014-15 school year at a rate of $29.70 per hour.

10. Approve the appointment of Brian Warham as a Home Tutor for the District at a rate of $35/hour.

11. Approve the following individuals to temporary positions as Title VII After-School Program Tutors for the 2014-15 school year at a rate of $24/hour.

   Michelle Amoia       Jennifer Knauer
   Melissa Atzrott       Peggy Koch
   Rebecca Cook          Jillian Schmitt

12. Accept with regret the resignation of Amber Pufpaff as the Girls Modified Lacrosse Coach for the 2014-15 school year.

13. Approve the following coaching appointments for the 2014-15 sports season:

   Lindsay John    Girls Modified Lacrosse Coach
   Nancy Ells      Equipment Manager

VI. Old Business
Recommendation from the Superintendent to approve the following:

A. FISCAL / OPERATIONAL MATTERS

B. PERSONNEL

VII. New Business
Recommendation from the Superintendent to approve the following:

A. FISCAL / OPERATIONAL MATTERS

A motion was made by Cindy Latimore, seconded by Carla Thompson, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts the 2013-14 annual external audit report.

Action No. 45  10/21/14

1. Accept the 2013-14 annual external audit report.
A motion was made by Carla Thompson, seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts the State Comptroller’s Office Audit Report for the period 7/1/12 through 5/13/14.**

Action No. 46  10/21/14

2. Accept the State Comptroller’s Office Audit Report for the period 7/1/12 through 5/13/14.

A motion was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the proposed Corrective Action Plan to address items noted in the State Comptroller’s Office Audit Report, as contained in the District’s response in the Audit Report.**

Action No. 47  10/21/14

3. Approve the proposed Corrective Action Plan to address items noted in the State Comptroller’s Office Audit Report, as contained in the District’s response in the Audit Report.

A motion was made by Bill Connors, Jr., seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the Response to Intervention (RtI) K-5 Plan for the 2014-15 academic year.**

Action No. 48  10/21/14


A motion was made by Carla Thompson, seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the Response to Intervention (RtI) 6-8 Plan for the 2014-15 academic year.**

Action No. 49  10/21/14

5. Approve the Response to Intervention (RtI) 6-8 Plan for the 2014-15 academic year.
A motion was made by Carla Thompson, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:


*Action No. 50  10/21/14*


**B. PERSONNEL**

A motion was made by Carla Thompson, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED,** that the Board of Education of the Lake Shore Central School District hereby approves the three-year probationary appointment of Brittany J. Nichols in the area of Music, at Step 1 – Bachelors, effective on or about December 1, 2014.

*Action No. 51  10/21/14*

1. Approve the three-year probationary appointment of Brittany J. Nichols in the area of Music, at Step 1 – Bachelors, effective on or about December 1, 2014.

A motion was made by Carla Thompson, seconded by Jennifer Farrell, voted upon and carried 6-0 that the following resolution be adopted:

**BE IT HEREBY RESOLVED,** that the Board of Education of the Lake Shore Central School District hereby accepts with regret the resignation for the purpose of retirement of Charles Bernhard from his position as Custodian, effective October 30, 2014.

*Action No. 52  10/21/14*

2. Accept with regret the resignation for the purpose of retirement of Charles Bernhard from his position as Custodian, effective October 30, 2014.
A motion was made by Bill Connors, Jr., seconded by Cindy Latimore, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby accepts with regret the resignation for the purpose of retirement of James Russell from his position as Custodian, effective December 30, 2014.

Action No. 53  10/21/14

3. Accept with regret the resignation for the purpose of retirement of James Russell from his position as Custodian, effective December 30, 2014.

A motion was made by Dyan Scritchfield, seconded by Carla Thompson, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the six-month probationary appointment of Donna Hayden as a Personal Care Aide for the District at Step 5 of the Teamsters 264 contract, effective September 16, 2014.

Action No. 54  10/21/14

4. Approve the six-month probationary appointment of Donna Hayden as a Personal Care Aide for the District at Step 5 of the Teamsters 264 contract, effective September 16, 2014.

A motion was made by Carla Thompson, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the six-month probationary appointment of Stacy Littlejohn as a Monitor for the District at Step 1 of the Teamsters 264 contract, effective September 18, 2014.

Action No. 55  10/21/14

5. Approve the six-month probationary appointment of Stacy Littlejohn as a Monitor for the District at Step 1 of the Teamsters 264 contract, effective September 18, 2014.

A motion was made by Carla Thompson, seconded by Dyan Scritchfield, voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the six-month probationary appointment of Elmira Roach as a Monitor for the District at Step 1 of the Teamsters 264 contract, effective October 7, 2014.

Action No. 56  10/21/14

6. Approve the six-month probationary appointment of Elmira Roach as a Monitor for the District at Step 1 of the Teamsters 264 contract, effective October 7, 2014.
VIII. Discussion
1. Agenda items for the November 4, 2014 Work Session
   - 5:45 p.m. Board of Education Building Tour – Lake Shore Middle School (Revised Location)
   - Principal Discussion – Erich Reidell
   - Freshman Academy & Seminar
   - BOCES Annual Meeting and BOCES Administrative Budget
   - Vote and Election of Board Members

IX. School Board Reports, News and Notes
1. Student Representative Report – Ms. Kmitch provided the Board with a brief recap on homecoming events. The Leadership in Action Class will be traveling to Orlando, Florida in January 2015 to participate in Disney’s Y.E.S. Program.

2. Board of Education Committee Reports
   - NYSSBA’s 2014 Leadership Academy Report – Carla Thompson provided a brief report to the board on the recent Leadership Academy she attended.
   - Policy Committee Meeting Date – A Policy Committee meeting was scheduled for November 4th @ 4:30 p.m. in the Middle School.

3. ECASB Update/Reports – Mr. Connors provided a report on the recent ECASB Budget & Finance meeting.

4. Calendar
   - October 26-28th – NYSSBA Annual Convention in NYC
   - November 3rd – Sr. High Fall Concert @ 7 p.m.
   - November 4th – Board of Education Building Tour – J. T. Waugh Elementary MS @ 5:45 p.m.
   - November 4th – Board of Education Work Session – J. T. Waugh Elementary MS @ 6:30 p.m.
   - November 6th – Freshman Fun Night @ 7 p.m.
   - November 7-8th – Jr. High Area All-State Music @ Akron High School
   - November 10th – Superintendent’s Conference Day – No School for Students
   - November 11th – Veterans Day – No School
   - November 14th – Middle School Fun Night @ 6-8 p.m.
   - November 18th – Board of Education Regular Meeting @ 7 p.m. in Sr. High Media Center
   - November 19th – Sr. High Financial Aid Night @ 6:30 p.m.
   - November 20th – Sr. High Literary Open Mic Night @ u p.m. in Sr. High Media Center
   - November 21-22nd – Sr. High Area All-State Music @ SUNY Fredonia
   - November 26-28th – Thanksgiving Recess

5. Superintendent’s Report –
   - Fall sports are winding down, and winter sports will begin on November 10th.
   - Red Ribbon Week is October 23-31, 2014 and District activities are listed on our website.
   - October 31st is Halloween and there are several activities throughout the buildings.
   - NYSSBA is October 26-28th and we have three board members & the District Clerk attending.
   - P-16 Initiative Mtg. is October 23rd at UB through ECSBA where both colleges & schools will discuss their partnerships. Lake Shore has numerous partnerships from AP classes to Honors level courses, articulation agreements to our Buffalo State Initiative.
X. Recognition of unscheduled visitors – There were no unscheduled visitors.

XI. Executive Session
At 7:54 p.m. a motion was made by Jennifer Farrell, seconded by Dyan Scritchfield, voted upon and carried 6-0 to go into Executive Session to discuss the employment history of particular individuals and to discuss collective negotiations.

Mrs. Michalec indicated that no action will be taken during Executive Session.

1. Discuss the employment history of particular individuals.
2. Discuss collective negotiations.

XII. Return to Regular Session
At 8:55 p.m. a motion was made by Jennifer Farrell, seconded by Carla Thompson, voted upon and carried 6-0 to return to regular session.

XIII. Adjournment
At 8:56 p.m. a motion to adjourn the meeting was made by Dyan Scritchfield, seconded by Jennifer Farrell, voted upon and carried 6-0.

Respectfully submitted,

Kristine DeMartino
District Clerk
I. Call to order
The meeting was called to order in the Lake Shore Middle School Library Media Center at 6:30 p.m. by Mrs. Michalec, Board President, as she made an emergency exit announcement, lead the pledge of allegiance, and then made an announcement to please turn off all electronic devices during the meeting.

II. Roll call

BOARD MEMBERS PRESENT:
- William Connors, Jr.
- Jennifer Farrell
- Cindy Latimore
- Jennifer Michalec, President
- Carla Thompson, Vice President
- Richard Vogan

DISTRICT OFFICIALS:
- James Przepasniak, Superintendent of Schools
- Daniel Pacos, Asst. Superintendent for Administration & Finance
- Melissa Bergler, Asst. Superintendent for Instruction
- Kristine DeMartino, District Clerk

EXCUSED:
- Dyan Scritchfield

OTHERS PRESENT:
- Christopher Gordon – The Buffalo News
- Andrew Manzella – The Sun
- Erich Reidell
- Christopher Scarpine
- Jeffrey Connors
- Brad Gier
- Matthew Fisher
- Kevin Schamberger
- Lee Widmer-Wick
- Lorraine Florczyk

III. Approval of Agenda
A motion was made by Cindy Latimore, seconded by Bill Connors, Jr., voted upon and carried 6-0 that the following resolution be adopted:

BE IT HEREBY RESOLVED, that the Board of Education of the Lake Shore Central School District hereby approves the agenda.

Action No. 57 11/04/14
IV. Discussion

1. Lake Shore Middle School – Discussion with Erich Reidell, Principal – Mr. Reidell and Mr. Scarpine spoke extensively with the board about the Middle School master schedule, increased instructional time in the content areas, reconfigured teams, traveling teachers, RTI at the Middle School level, and the Boys 100 mile club.

2. Freshman Academy & Seminar – Presentation by Brad Gier & Jeffrey Connors – Mr. Gier and Mr. Connors provided the board with a summary and benefits of the Freshman Academy & Seminar. This program started with the 2011-12 school, the Class of 2015. The 2nd Annual Parent-Freshman Family Fun night is scheduled for Thursday, November 6th. There was discussion about graduation rates, a Big Brother/Big Sister Program, communication with parents, homework club, pier tutors, possible report card grading for citizenship, math & science scheduling for 9th graders, and scheduling for core teachers. The District has received many requests for other school districts and colleges requesting information about our successful program. There was also discussion about polling the Class of 2015 and teachers, possibly through Survey Monkey, about their experience with the Freshman Academy/Seminar.

3. BOCES Annual Meeting and BOCES Administrative Budget Vote and Election of Board Members – Mrs. DeMartino shared possible dates with the board for the BOCES Annual Meeting and BOCES Administrative Budget Vote and Election of Board Members. The Board decided on April 15th for the BOCES Annual Meeting and April 21st for the Vote and Election to coincide with our regular board meeting. Mrs. DeMartino will provide those dates with the office of the District Superintendent.

V. Executive Session (None Scheduled)

VI. Return to Regular Session

VII. Adjournment

At 7:36 p.m. a motion to adjourn the meeting was made by Carla Thompson, seconded by Bill Connors, Jr., voted upon and carried 6-0.

Respectfully submitted,

Kristine DeMartino
District Clerk
**GENERAL FUND CHECKING**

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<th>Description</th>
<th>October 1, 2014</th>
<th>October 31, 2014</th>
</tr>
</thead>
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<tr>
<td>Balance available</td>
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<td>$932,896.47</td>
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<td>Receipts during month</td>
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**GENERAL FUND SAVINGS**

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<tr>
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**GENERAL FUND STATE AID**

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<tr>
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### TRUST & AGENCY FUND

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### FLEXIBLE SPENDING/T & A FUND

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### PAYROLL

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<td>$891.22</td>
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CAFETERIA FUND

Balance available October 1, 2014 $ 156,331.85
Receipts during month 136,709.27
Total receipts including balance 293,041.12
Disbursements made during month (101,070.43)
Cash balance as shown by records $ 191,970.69

Bank statement balance October 31, 2014 $ 229,474.32
Less outstanding checks (38,940.81)
Cash in Transit 1,437.18
Total available balance $ 191,970.69

SPECIAL AID FUND CHECKING

Balance available October 1, 2014 $ 55.33
Receipts during month 92,010.28
Total receipts including balance 92,065.61
Disbursements made during month (83,607.81)
Cash balance as shown by records $ 8,457.80

Bank statement balance October 31, 2014 $ 20,086.08
Less outstanding checks (11,628.28)
Plus receipts undeposited -
Total available balance $ 8,457.80

CAPITAL FUND CHECKING

Balance available October 1, 2014 $ 2,224.12
Receipts during month 0.38
Total receipts including balance 2,224.50
Disbursements made during month -
Cash balance as shown by records $ 2,224.50

Bank statement balance October 31, 2014 $ 2,224.50
Less outstanding checks -
Plus receipts undeposited -
Total available balance $ 2,224.50
### CAPITAL HIGH SCHOOL PROJECT MONEY MARKET

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<td>$376,408.07</td>
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<tr>
<td>Disbursements made during month</td>
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<td>-</td>
</tr>
<tr>
<td>Cash balance as shown by records</td>
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<td>$376,408.07</td>
</tr>
<tr>
<td>Bank statement balance</td>
<td>October 31, 2014</td>
<td>$376,408.07</td>
</tr>
<tr>
<td>Less outstanding checks/wires</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Plus receipts undeposited</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Total available balance</td>
<td></td>
<td>$376,408.07</td>
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</table>

Submitted by:

Julie A. Nagel  
District Treasurer
LAKE SHORE CENTRAL SCHOOL DISTRICT  
GENERAL FUND  
INTEREST/INVESTMENT REPORT  
2014-2015  

DATE OF MEETING  
November 18, 2014  

INTEREST A2401 - ANNUAL ESTIMATED REVENUE  
$50,000  100.00%  

YEAR TO DATE RECEIVED/ANTICIPATED  

<table>
<thead>
<tr>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>SAVINGS/CHECKING ACCOUNTS INTEREST TO DATE</td>
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<td>TOTAL TO DATE RECEIVED/ANTICIPATED</td>
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<table>
<thead>
<tr>
<th>TYPE</th>
<th>AMOUNT</th>
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<tr>
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<td>138,645.74</td>
<td>Evans</td>
<td>08/13/14</td>
<td>08/13/15</td>
<td>365</td>
<td>.40%</td>
<td>406.96</td>
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<tr>
<td>CD</td>
<td>265,073.44</td>
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<td>09/08/15</td>
<td>365</td>
<td>.40%</td>
<td>570.80</td>
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</table>
HIGH SCHOOL EXTRA CLASS FUND

Balance available October 1, 2014 $ 95,907.93
Receipts during month 43,223.49
Total receipts including balance 139,131.42
Disbursements made during month (28,054.43)
Cash balance as shown by records $ 111,076.99

Balance per Checking Statement October 31, 2014 $ 90,808.47
Balance per Savings Statement 29,383.57
Less outstanding checks (listed) (9,115.05)
Plus receipts undeposited -
Total available balance $ 111,076.99

MIDDLE SCHOOL EXTRA CLASS FUND

Balance available October 1, 2014 $ 9,458.44
Receipts during month 6,674.96
Total receipts including balance 16,133.40
Disbursements made during month (4,015.75)
Cash balance as shown by records $ 12,117.65

Bank statement balance October 31, 2014 $ 12,117.65
Less outstanding checks/wires -
Plus receipts undeposited -
Total available balance $ 12,117.65

Submitted by:

Julie A. Nagel
District Treasurer
<table>
<thead>
<tr>
<th>Account Title</th>
<th>OBJECT CODE</th>
<th>9/30/2014</th>
<th>RECEIPTS</th>
<th>DISBURSEMENTS</th>
<th>10/31/2014</th>
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<td>Student Government</td>
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<td>Cheerleaders</td>
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<td>Varsity Girls Swimming</td>
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<td>515.00</td>
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<td><strong>95,907.93</strong></td>
<td><strong>43,223.49</strong></td>
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<td>10/31/14</td>
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<td>Class of 2018 - going into 9th</td>
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<td>370.00</td>
<td>57.96</td>
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<td>interest recorded &amp; maint. Fee</td>
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<td></td>
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<td>Music Department Club</td>
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<td>1,006.37</td>
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<td>113.58</td>
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<tr>
<td>Big Brothers/Big Sisters</td>
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<td>563.49</td>
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<td>563.49</td>
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<td>Washington DC</td>
<td></td>
<td>553.50</td>
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<td>CS&amp;V/Leo's Club</td>
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<td>1,325.78</td>
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<td>TOTALS</td>
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<td>9,458.44</td>
<td>6,674.96</td>
<td>4,015.75</td>
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LAKE SHORE CENTRAL TEACHERS' ASSOCIATION
SUPPLEMENTAL BENEFIT FUND - DENTAL

Monthly Report:  

OCTOBER 2014

Account Activity:

<table>
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<th>Description</th>
<th>Amount</th>
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<td>$175,495.09</td>
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<tr>
<td>Earned Interest</td>
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<tr>
<td>Service Charges</td>
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<td>Misc. Deposits/Expenses</td>
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<tr>
<td>Claim Payments</td>
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<tr>
<td>Balance</td>
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Claim Activity:  

OCTOBER  Year 14-15

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<td>Claims Received</td>
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<tr>
<td>Claims Processed</td>
<td>90</td>
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<tr>
<td>Claims Rejected</td>
<td>10</td>
</tr>
<tr>
<td>Claims Verified</td>
<td>24 (24%)</td>
</tr>
<tr>
<td></td>
<td>121 (22%)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Claimed</td>
<td>$32,281.60</td>
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<tr>
<td>Amount Paid</td>
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(Interest Earned):  

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>($12.67)</td>
</tr>
<tr>
<td></td>
<td>($28.40)</td>
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Respectfully submitted,

Jeff Salerno
Jean Stang-Terrano
Mike Kromer

*Individual expenses and deposits documented and on file with chairman.
TO: James Przepasniak, Superintendent of Schools
Kristine DeMartino, District Clerk

DATE: November 13, 2014

RE: Recycling Items

Please add the following items to the agenda to authorize their disposal for recycling. Thank you!

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<thead>
<tr>
<th>Qty</th>
<th>Items</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Samsung SCH-A530 Phone w/belt clip</td>
</tr>
<tr>
<td>1</td>
<td>Samsung DCH129BDE Battery Charger w/battery</td>
</tr>
<tr>
<td>2</td>
<td>LG VX8350 Phones</td>
</tr>
<tr>
<td>1</td>
<td>LG VX4650 Phone</td>
</tr>
<tr>
<td>4</td>
<td>Motorola MOTA956 Phones</td>
</tr>
<tr>
<td>1</td>
<td>Motorola MOTXT926 Phone w/hard case</td>
</tr>
<tr>
<td>1</td>
<td>Motorola Belt Clip (for Droid)</td>
</tr>
<tr>
<td>1</td>
<td>Headphones</td>
</tr>
</tbody>
</table>
TO: James Przepasniak, Superintendent of Schools
Kristine DeMartino, District Clerk

DATE: November 13, 2014

RE: Surplus Items

Please add the following items to the agenda as surplus, and offer them up for sale to the highest bidder. Thank you!

<table>
<thead>
<tr>
<th>Qty</th>
<th>Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Musical Organ from early 1950’s. Broken beyond repair.</td>
</tr>
<tr>
<td>1</td>
<td>SkyTrek fitness equipment, one piece, broken.</td>
</tr>
<tr>
<td>1</td>
<td>South Bend milling machine. Obsolete, condition unknown.</td>
</tr>
<tr>
<td>1</td>
<td>Wooden musical bass stand, obsolete.</td>
</tr>
</tbody>
</table>
LAKE SHORE CENTRAL SCHOOL DISTRICT

FIELD TRIP REQUEST/INSTRUCTIONAL PLAN

INSTRUCTIONS

Prepare and submit via the Principal to the Superintendent for approval at least six (6) weeks prior to the scheduling of an overnight field trip and three (3) weeks prior to the scheduling of a trip during school hours.

IDENTIFICATION

School  High School  Submitted by  Anne Drake

Destination  NY City

Departure  3/5/15  6 AM  High School

Return  3/7/15  close to midnight  High School

Number of participating staff  4  Name(s)  Anne Drake, Stan Moore, Fritz Schattauer and possibly Nancy Durck

Is bus transportation needed?  No  Approximate number of miles round trip

Are substitutes needed?  Yes, only for Thursday. Friday is Superintendent’s Conference.

Will consent forms be secured from all parents/guardians?  Yes

INSTRUCTION OBJECTIVES (Be specific - include prerequisites, proficiency level desired and measurement.)

Students will see the entry point into the USA for millions of foreigners. Students will see the UN building and get an appreciation for why it is important to learn foreign languages. It has relevance and historic value.

ACTIVITIES

Preparation (How will the students be prepared for the trip as an instructional activity?)

The students will receive a brief lecture about all the sights that they will see in preceding foreign language club.

(Continued)
ACTIVITIES (Cont'd.)

On trip (What instructional activities will occur on the trip?)

We will see the Statue of Liberty, the UN building, Ellis Island, Chinatown, September 11 Memorial and Museum, etc.

Students will see important sights relevant to US history and they will see how the USA incorporates other cultures in their community.

Follow-up (Upon return, what activities will occur to enrich the experience and to determine if the objectives were achieved?)

We will meet at the following Foreign Language Club meeting and discuss what the students have learned, what their impressions were and if they were inspired by it to continue learning foreign languages.

CORRELATION (Name the subject matter area(s) to which the experiences of this trip will correlate; explain in what way the trip correlates.)

It is for the benefit of the Foreign Language Club members. NY City is the entry point for many foreigners. It has many iconic sights for foreigners, such as the Statue of Liberty.

PROVISIONS FOR CONTINUITY OF SCHOOL WORK

What instructional provisions have been made to help participants keep up with other classes that they will miss?

Students will be told that they have to make any and all assignments up that they missed.

What specific plans have been made for the continued instruction of those students who will not participate in the field trip project?

N/A

(Continued)
LAKE SHORE CENTRAL SCHOOL DISTRICT

FIELD TRIP REQUEST/INSTRUCTIONAL PLAN (Cont'd.)

PRINCIPAL’S REMARKS
Approved ☑  Not Approved

[Signature]

10/28/19

Date

Comments:

SUPERINTENDENT’S REMARKS (only for trips requiring School Board approval)

Approved ☑  Not Approved ☑

[Signature]

Date

Comments:

[Blank Lines]

[Blank Lines]
THURSDAY, MARCH 5

Depart Angola via chartered motorcoach this morning for New York. Meal/rest stops will be coordinated between the chaperones and the bus driver. Upon arrival in Manhattan, you’ll meet your guide and begin sightseeing in midtown Manhattan. You’ll visit Rockefeller Center, the NBC Experience store, and St. Patrick’s Cathedral. **DINNER**, followed by a visit to the observation level of the Empire State Building. Depart Manhattan for your suburban New Jersey hotel. Arrive at your hotel, check in, and remain for the evening.

FRIDAY, MARCH 6

Breakfast (individual’s expense) in the vicinity of the hotel. This morning you will travel into Manhattan, meet your local guide, and begin sightseeing in midtown and lower Manhattan. Travel through the fashion and diamond districts, Greenwich Village, and then to the financial district and to the September 11th Memorial. Continue on to Chinatown and Little Italy for shopping for the balance of the morning and early afternoon. You’ll have lunch (individual’s expense) as suggested by your guide. This afternoon you’ll depart for a tour of the United Nations. The balance of the afternoon is free for shopping in Times Square, followed by enjoying a **DINNER CRUISE**. Return to your hotel following the show and remain for the evening.

SATURDAY, MARCH 7

Breakfast (individual’s expense) in the vicinity of the hotel. Check out from your hotel and depart for Liberty State Park, where you will board the first available ferry for Ellis Island, and then continue on to Liberty Island for a close-up view of the Statue of Liberty. Time for lunch (individual’s expense) on Liberty Island before your return ferry to Liberty State Park and your departure for Buffalo. Meal and rest stops will be coordinated between the teachers and drivers. Late evening arrival back at the school.

**PROGRAM FEE:**
- $429/person based on 40-51 students and four chaperones
- $455/person based on 35-39 students and four chaperones
- $479/person based on 30-34 students and four chaperones

**FEE INCLUDES:** Round trip motorcoach transportation between Angola and New York City; accommodations for two nights in suburban NJ, with students in quads and chaperones sharing twins; two dinners; local New York City guide; sightseeing as listed, including required admissions; security guard at the hotel for six hours each night; all hotel/restaurant taxes and gratuities.

**NOT INCLUDED:** Meals other than those listed; baggage handling; gratuity to the guide and the bus driver; items of a personal nature.

10/24/14
LAKE SHORE CENTRAL SCHOOL DISTRICT
FIELD TRIP REQUEST/INSTRUCTIONAL PLAN

INSTRUCTIONS
Prepare and submit via the Principal to the Superintendent for approval at least six (6) weeks prior to the scheduling of an overnight field trip and three (3) weeks prior to the scheduling of a trip during school hours.

IDENTIFICATION
School: Senior High  Submitted by: Lisa Marie Smith
Destination: Paris, Florence, & Rome
Departure: February Break 2016 (Dates pending school calendar)

Date Time Location
Return: See Departure

Date Time Location

Number of participating staff: Name(s): Lisa Smith.
Number of staff depends upon the number of students signed up.

Is bus transportation needed? Approximate number of miles round trip

Are substitutes needed? Yes (will depend on the final dates)

Will consent forms be secured from all parents/guardians? Yes

INSTRUCTION OBJECTIVES (Be specific - include prerequisites, proficiency level desired and measurement.)
The objective of this experience is to show these kids that there is a great big world out there. They will have the chance to meet people, use language skills, and see things they have only read about in books. My hope is that they embrace other cultures, art, and language and pass it on. Become global citizens.

Preparation (How will the students be prepared for the trip as an instructional activity?)
Students traveling to Europe have studied a foreign language in either Middle School or continued their study in High School. There will be several meetings held to prepare the students for travel abroad.
(Continued)
LAKE SHORE CENTRAL SCHOOL DISTRICT

FIELD TRIP REQUEST/INSTRUCTIONAL PLAN (Cont’d.)

ACTIVITIES (Cont’d.)

On trip (What instructional activities will occur on the trip?)

The students are given “mini” language lessons in each country. They are taught simple, but important phrases to interact with the local people. There are guided tours in each city to point out the history in each of the cities and countries we visit. Our guide also gives instruction white on the bus.

I would like to have a “picture exchange night” with students sharing parts of the trip that they found the most meaningful, interesting, etc. from their journals.

CORRELATION (Name the subject matter area(s) to which the experiences of this trip will correlate; explain in what way the trip correlates.)

Foreign Languages and History/Geography/Social Studies, Art, are just a few of the subjects being touched upon. We will be visiting the Louvre in Paris to see the Mona Lisa. Not only is it an art museum, it is rich in history as well.

PROVISIONS FOR CONTINUITY OF SCHOOL WORK

What instructional provisions have been made to help participants keep up with other classes that they will miss?

Students will miss ______ instructional days before the start of Winter Break. They will need to contact their teachers and make up all necessary assignments.

What specific plans have been made for the continued instruction of those students who will not participate in the field trip project?

Generally, the group is spread out among all grade levels 6-12. There should be a minimal disruption to instruction.

(Continued)
LAKE SHORE CENTRAL SCHOOL DISTRICT

FIELD TRIP REQUEST/INSTRUCTIONAL PLAN (Cont'd.)

PRINCIPAL'S REMARKS

Approved [ ] Not Approved [ ]

[Signature]

1/25/14

Signature Date

Comments: ______________________________________________________

_______________________________________________________________

SUPERINTENDENT'S REMARKS

Approved [ ] Not Approved [ ]

_______________________________________________________________

Signature Date

Comments: ______________________________________________________

_______________________________________________________________
To: Mr. Przepasniak  

Board of Education  

Re: Senior High Trip to Europe 2016  

Date: November 14, 2014  

I am requesting your approval of this trip so that I may move forward with the process.

The Lake Shore Senior High trip to Europe is being coordinated by Mrs. Lisa Smith. The trip will take us to two countries France and Italy.

During our visit, we will be stopping in Paris, Milan, Florence, Pisa and completing our tour in Rome. Our group will be using EF Tours. That is the tour company we have used in the past.

The trip will be open to all students in all languages, as well as, students not currently enrolled in a language but wishing to travel. There will be several opportunities for students to fundraise to offset the cost the trip. EF also provides an online payment plan to assist parents and students.

In the course of language study, we tell our students about these places and show them pictures in books. This trip gives them the opportunity to use their language skills and visit the places that they have dreamed about (while having fun along the way!)

In an attempt to keep the cost down, I would like to take students during the February Break. However, the dates for the trip are not established as of yet, due to the school calendar not being set for next year. I am asking to move ahead with the planning of the trip in order to give students a chance to take advantage of the $200 discount EF is offering for early enrollment. I will consult all district administration once the calendar is ratified and the dates are set before any final arrangements are made.

Thank you for your time and considering what would be an excellent opportunity for our students!

Mrs. Lisa Smith
Paris, Florence and Rome

Tour Information
Group Leader: Lisa Smith
Tour ID: 16972511U
Tour Name: Paris, Florence and Rome
Tour Provider: Educational Tours
Departure Date: Friday, Feb 19, 2016
Return Date: Saturday, Feb 27, 2016
Number of Days: 9
Departure City: Buffalo

EF’s guaranteed lowest price includes:

On-tour transportation
We take care of all the travel details so teachers, chaperones and students can enjoy the tour to the fullest. That means we take care of flights, buses, trains, cruise ships, ferries, and subways.

Accommodations
OK, everyone might be too excited to sleep. But for those who are ready for a good night’s rest, we ensure safe, comfortable hotels with private bathrooms.

Meals
Regional-style breakfasts and dinners are part of the tour experience. We leave lunches up to you so everyone has the chance to explore their own tastes. Please refer to your itinerary for specific meal details.

Full-time Tour Director
We have the best Tour Directors in the business. These trusted, friendly individuals are with the group 24/7 to handle all on-tour logistics and to provide cultural insights everywhere the group goes.

Sightseeing tours led by expert local guides
Your group will get the in-depth version of the world’s greatest attractions. The group will be joined by licensed, local guides on tours of anything from the Vatican City to Versailles.

Entrances into the world’s greatest attractions
Students, alongside their teachers, will step inside the world’s most inspiring places. With EF, those entrance fees are included.

Worldwide support, safety and security
We have over 400 schools and offices in more than 50 countries, which means if something happens, we can react quickly and in person. We also include our $15 million liability policy and $1 million consumer protection plan at no additional cost to travelers.

Accreditation
We’re fully accredited, just like your school. Students and teachers can earn credit by taking an EF tour and completing required coursework.

THE EF PRICE GUARANTEE
The guaranteed lowest price. Once a student enrolls their price will never change.

Total price
$2,992 for Students
$3,327 for Adults
Monthly per month
$207
$231
Per month
Price details
Program Price *
$3,000
Early Enrollment Discount *
- $200
Weekend Supplement
$70
Fisa
$62
EF’s Peace of Mind Program
Free
For Students (under 20)
$207
$2,992
Total
Adult Supplement
$335
For Adults
$331
$3,327

Tour description
Witness thousands of years of technical and cultural advances. See engineering breakthroughs like the flying buttresses of Notre Dame and Brunelleschi's dome in Florence. At the Vatican, learn how Michelangelo's stunning ceiling frescoes turned architecture into priceless art. And at every turn, gain an understanding of how a city’s cultural achievements shape its history.

EF is the World Leader in International Education
Our mission and our passion are one and the same. For almost 50 years, we've helped millions of people become citizens of the world by breaking down barriers of language, culture and geography. Through cultural exchanges, educational travel, language training and degree programs we are the World Leader in International Education.
Everything Included in this EF tour:
Round-trip flights on major carriers
Comfortable motorcoach • TGV train
7 overnight stays in hotels with private bathrooms (9 with extension)
European breakfast and dinner daily
Full-time Tour Director
4 sightseeing tours led by expert, licensed local guides (6 with extension)
• 2 walking tours
Entrances: Louvre • Notre Dame Cathedral • Duomo • Sistine Chapel • St. Peter's Basilica • Colosseum • Roman Forum • With extension: Pompeii Roman Ruins • Capri island cruise
Optional: Versailles • Pisa

For more information, call EF at 800-685-5584.

* Adult supplement required for travelers age 20 and older at the time of travel. Change and cancellation fees of up to the total price will apply. Applicable airline baggage fees are not included and can be found at http://eftours.com/baggage. All prices subject to verification by EF Tour Consultant. To view EF’s Booking Conditions, visit http://eftours.com/vbc.
* Program price valid for all who enroll from Wednesday, November 12, 2014 through Sunday, November 30, 2014.
* Discount applicable to travelers enrolled November 01, 2014 through December 15, 2014. This discount cannot be used or combined with any other offer.
Educational Tours

Paris, Florence and Rome

Name: Lisa Marie Smith
Account Number: 415926
Tour Number: 1657251HU
Individual Requested Travel Dates: 2/19/2016 - 2/27/2016
Group Requested Travel Dates: 2/19/2016 - 2/27/2016
Tour Length: 9 days
Departing Intn 464 days (2/19/2016)
Departure Gateway: Buffalo

Tour details

Day 1: Fly overnight to France
Fly overnight to France

Day 2: Paris
Meet your Tour Director at the airport
Take a walking tour of Paris
With your tour director you will see:
• Opéra district
• Place Vendôme
• Tuileries
• Île-de-la-Cité
Visit the Louvre

Day 3: Paris
Take a guided tour of Paris
With your expert local guide you will see:
• Place de la Concorde
• Champs-Élysées
• Arc de Triomphe
• Les Invalides
• Eiffel Tower
Visit Notre Dame Cathedral
Optional Versailles
Join an optional excursion to the grand palace of Versailles, where Louis XIV held court in the most lavish style imaginable. On a tour, stroll through the elegantly landscaped gardens, the historic Hall of Mirrors and the ornately decorated State Apartments. Note: Versailles is closed on Mondays.

Day 4: Milan
Travel by TGV train to Milan
Take a walking tour of Milan
With your tour director you will see:
• Duomo
• La Scala

Day 5: Florence
Arrive in Milan / Travel to Florence

Everything you get:
• Round-trip flights on major carriers
• Comfortable motorcoach + TGV train
• 7 overnight stays in hotels with private bathrooms (9 with extension)
• European breakfast and dinner daily
• Full-time Tour Director
• 4 sightseeing tours led by expert, licensed local guides (6 with extension) + 2 walking tours
• Entrance: Louvre, Notre Dame Cathedral, Duomo, Sistine Chapel, St. Peter’s Basilica, Colosseum, Roman Forum, With extension: Pompeii, Roman Ruins, Capri Island cruise

Optional:
Versailles, Pisa
Itinerary | EF Tours

Take a guided tour of Florence
With your expert local guide you will see:
+ Piazza della Signoria
+ Ponte Vecchio
+ Chiesa di Santa Croce
+ Gates of Paradise

Visit the Duomo

Day 6: Florence
Enjoy a free day in Florence

Optional: Pisa

Journey to Pisa on this half-day excursion. Enjoy a guided tour of the city's Field of Miracles, where you can snap a picture of the 12th-century Leaning Tower, silent ever since the third floor was built. This is where Galileo was said to have developed his laws of gravity. Also visit the adjacent cathedral and baptistry, which contain exquisite marble pulpits carved in the Gothic style.

Day 7: Rome
Travel via San Gimignano and Siena to Rome

Day 8: Rome
Take a guided tour of Vatican City
Visit the Sistine Chapel
Visit St. Peter's Basilica
Take a guided tour of Rome
Visit the Colosseum
Visit the Roman Forum
Take a self-guided walking tour of Rome:
+ Trevi Fountain
+ Pantheon
+ Piazza Navona
+ Spanish Steps

Day 9: Depart for home

Depart for home
Evans-Brant Central School District  
Lake Shore Central Schools

To: James Przepasniak  
From: Melissa Bergler  
Date: October 31, 2014  
Re: Approval to purchase Senior High School Jazz Ensemble and Concert Band Music

This memorandum is to serve as indication of my support for the purchase of the attached list of music for Jazz Ensemble and Concert Band Music.

According to Board Policy #8340, “...the Board of Education shall designate the textbooks to be used.”

After significant review of these available resources and with input of our High School Department Chair and the High School Principal, I support the purchase of this music with the use of textbook funds since they are a primary instructional tool for our band and jazz students.

If you have any questions, please do not hesitate to contact me.
10/22/14

TO: Lake Shore Board of Education
RE: Jazz Music 2014-15
FROM: Eric Blodgett

This memorandum is to serve as indication of my support for the use of the following Senior High School Jazz Ensemble and Concert Band Music.

According to Board Policy #8340, “...the Board of Education shall designate the textbooks to be used.”

This music provides a range of varying style and period literature for our High School Bands that will encourage performance, improvisation, and appreciation to support students as they prepare for school and community performances.

These selections are applicable, aligned with the intent of the course and will support High School Band curriculum. After significant review of these available resources, I support the purchase of the use of this music for our High School students.

This music will be ordered from the Al Hemer Music Corporation in Orchard Park, NY.

**Jazz Ensemble**
- “Big Noise From Winnetka” - by Bob Haggart, arranged – Paul Lavendar, published by Hal Leonard - $45 (Young Jazz Ensemble Series)
- “Groovin’ High” - by Dizzie Gillespie, arranged – Rick Stitzle, published by Hal Leonard - $45 (Young Jazz Ensemble Series)
- “Low Rider” – by War, arranged – Paul Murtha, published by Hal Leonard - $45 (Young Jazz Ensemble Series)
- “Moanin’” - by Bobby Timmons, arranged – Mark Taylor, published by Hal Leonard - $45 (Young Jazz Ensemble Series)
- “Quiet Nights Of Quiet Stars” - by Antonio Carlos Jobim, arranged – Paul Murtha, published by Hal Leonard - $45 (Young Jazz Ensemble Series)
- “Rise” – by Herb Alpert, arranged - Roger Holmes, published by Hal Leonard - $45 (Young Jazz Ensemble Series)

**Concert Band**
- “Disney Spectacular” – arranged by John Moss, published by Hal Leonard
- “Aladdin – Medley” – arranged by Jennings, published by Hal Leonard

Thank You,

Eric Blodgett
Memo

To: James Przepasniak, Superintendent  
From: Daniel Pacos  
Date: 11/7/14  
Re: Recommendation for first reading of amended and new Board Policies

Mr. Przepasniak:

Please recommend that the Board of Education approve the enclosed Board Policies in first reading format, at the District’s regular Board of Education Meeting on November 18, 2014. These changes and additions were reviewed by the Board Policy Subcommittee on November 4, 2014. Here is a breakdown of the enclosed policies:

Amended Policies (changes are highlighted):

6161 – Conference/Travel Expense Reimbursement – There is some new proposed wording (highlighted in yellow) that we are looking to add to the policy to address electronic receipts for conference registrations and travel expenses. We are also proposing a new sentence to require the submission of boarding passes with any receipts for air fare reimbursement. Last, we are adding wording to address hotel receipts that may not contain details about daily room charges. *These changes are being proposed to address items noted in our recent NYS Comptroller’s Office Audit Report.

New Policies:

7590 – Children Living on Indian Lands – This is a newly proposed policy that we are required to have in order to complete an application for Federal Impact Aid. We are looking to submit an application for Impact Aid for the 2015-16 year. Most of the language in this proposed policy is dictated by the Federal Government and/or Impact Aid Office.

Please contact me with any questions or concerns. Thanks in advance for making this recommendation to the Board of Education for approval.
SUBJECT: CONFERENCE/TRAVEL EXPENSE REIMBURSEMENT

All employee conference travel must have a completed Travel Conference Request Form on file which has been approved by the appropriate supervisor. The Superintendent/designee approves those Travel Conference Requests which have reimbursable employee expenses greater than one hundred dollars ($100). Travel Conference Request Forms are only to be used by District employees.

All conference reimbursement requests must be submitted using a Travel Conference Reimbursement Form.

Expenses for overnight-approved travel will be reimbursed when accompanied by original receipts for lodging and other reimbursable expenses. Conference registration and/or travel receipts that are electronically sent to the District or to the employee shall be considered to be an acceptable original receipt. Receipts for airline travel must be accompanied by a boarding pass for the ticket. Lodging receipts that detail daily room charges are preferred, but receipts not detailing the expenditures by day will be acceptable in the absence of more detailed receipts. Meal expenses for overnight travel will only be reimbursed based on the Board approved per diem rates which are modeled after the United States General Services Administration per diem rates which can be found at http://www.gsa.gov/Portal/gsa/ep/home.do?tabld=0

New York State sales taxes for lodging and meals cannot be reimbursed. A Sales Tax-Exempt Form can be obtained prior to travel for hotel accommodations.

Original receipts are required when submitting for parking and tolls, however "EZ Pass" statements may be substituted with the appropriate charges highlighted

NOTE: Refer also to Policy #5323 -- Reimbursement For Meal Expenses Incurred During Staff/Board Meetings

Adopted: 11/15/2005
SUBJECT: CHILDREN LIVING ON INDIAN LANDS

It is the intent of the Evans-Brant (Lake Shore) Central School District that District policies and procedures ensure that:

1) Indian Lands children have the ability to participate in programs on an equal basis as children who do not reside on Indian Lands.

2) Parents of Indian Lands children and the tribes have the opportunity to present their views on school district programs and to make recommendations on the school’s program.

3) Parents of Indian Lands children and the tribes are consulted and involved in planning the school program.

4) Plans, evaluations and applications of these programs are disseminated to the parents and tribes.

5) Parents and Tribes have an opportunity to present their views on the job that the District is doing.

Opportunities for Equal Participation

The District will present the Title VII Parent Committee with a copy of its basic education program for review and comment. This report shall be the State Basic Education Compliance Report Form M-808, and shall be presented to the Committee on or before December 15 annually. The document shall also be available for review by District parents upon request.

The District will conduct an annual Indian Students Needs Assessment Survey to insure the District’s programs continue to address the changing needs of its students. The results of the survey will be provided to the Board of Education prior to June 30th.

If the District administration or Board of Education determine that an instance exists where Indian children are not able to participate in basic education programs on an equal basis with non-Indian children, the District will require the Superintendent or his/her designee to address the situation through the following steps:

a) Form a taskforce of no less than five (5) members comprised of parents of Indian Lands children, school personnel, tribal officials and/or other interested parents;

b) Outline the problem to be studied/addressed;

c) Establish a timeline for the taskforce to study the issue and provide its recommendations to the District;

d) Provide the taskforce recommendations to the Board of Education at a regularly scheduled workshop or regular meeting of the Board of Education;
e) Direct the implementation of solutions that will allow equal participation for students by the beginning of the next semester or next school year, whichever is earlier; and
f) Provide the Board of Education with a follow-up report to evidence the fact that equal opportunity for students has been achieved.

Indian Parent and Tribal Officials' Opportunity to Provide Input

All meetings of the District’s Board of Education are open to the public. All workshops, regular and special meetings of the Board of Education are advertised in local papers and through posting of notices in District buildings and on the District’s website a minimum of 48 hours prior to the meeting. All members of the public including tribal officials and parent members may review board meeting agendas prior to the meetings by accessing them on the District’s website at www.lakeshorecsd.org.

Workshop meetings are generally held the first Tuesday of the month, with regular meetings held the third Tuesday of the month. Complete copies of official minutes of Board of Education meetings are available from the District Clerk and on the District’s website at www.lakeshorecsd.org.

Regular board meeting agendas include a provision for “Regularly Scheduled Visitors”, as well as a section for “Unscheduled Visitors”. Through these means, any parent of an Indian student, organization, tribal official or other person may request to be heard by the Board on the following issues:

a. Equal participation of Indian lands children in educational programs (ability to participate and the extent of actual participation);
b. Program evaluations, program plans and the District’s Impact Aid application;
c. Education programs;
d. Needs of Indian Lands children;
e. Ways to assist Indian children; and/or
f. Such other concerns which directly affect the education of Indian children.

A request to be heard as a “Regularly Scheduled Visitor” at a meeting must be made to the Office of the Superintendent by the Wednesday prior to the regularly scheduled Board of Education Meeting. If the timing of the request is subsequent to that point in time, the requestor may address the Board of Education during the “Unscheduled Visitors” portion of the board meeting agenda.

The Board will hold a hearing to review the District’s Impact Aid application at a regularly scheduled or special meeting of the Board of Education prior to January 31st of each year. Notice of such hearing will be given as follows:

a) Through local, District and/or tribal newspapers or newsletters;
b) By published announcement posted in conspicuous public places and tribal offices;
c) By mailed invitation notices to parents of Indian Lands children and tribal officials.

A minimum of ten (10) working days prior to the Board review/hearing date of the District’s Impact Aid application, each parent of an Indian Lands child and tribal officials will receive a copy of the
application, notice of the review/hearing, an invitation to attend the review/hearing and an estimate of the potential financial impact to the District.

Consultation of Indian Parent and Tribal Officials in Planning of Education Programs

The District will provide parents and tribal officials further opportunities for consultation and involvement into the planning of education programs through the use of parent advisory committees. These advisory committees include those designated to meet specific legal mandates such as Title 1, Vocational Education (Career & Technical Education), and Migrant Education. These committees meet on a regularly scheduled basis according to parent determination.

Other advisory committees may be designated and formed as needed. They may include self-study, curriculum development, shared decision making and any other such committees as needed to meet the District’s goals as determined by the Board of Education. Parents of Indian children and tribal officials receive notices and invitations, and are actively recruited to participate on these advisory committees. Advisory committees report to the Board of Education during regularly scheduled meetings. The Committees report findings to support current programs or suggestions for changes and improvements. These reports are included as part of the Board Meeting Agenda and are advertised accordingly.

Regular Board Meeting Agendas include a provision for “Regularly Scheduled Visitors”, as well as a section for “Unscheduled Visitors”. Through these means, any parent of an Indian student, organization, tribal official or other person may request to be heard by the Board.

The Board of Education will request input regarding Indian students at a parent meeting to be held at the Seneca Nation each year. These meetings will coincide with the District’s public review/hearing of the Impact Aid and Title VII grant applications. These meetings will be tentatively scheduled for April of each school year. Notice of these meetings and request for input will be made through public notice published in the District’s official newspaper, written invitation to Indian parents and tribal officials, and notices during parent advisory meetings.

A public budget hearing will be held annually on the second Tuesday in May. Parents of Indian Lands children and tribal officials shall be given the opportunity to attend the budget hearing, and to provide input into the District’s annual budget for the ensuing year.

Dissemination of Plans, Evaluations and Applications of Programs to Parents & Tribal Officials

A notice of the District’s Impact Aid Application will be mailed to all District households and Seneca Nation tribal officials before January of each year. The notice will be mailed a minimum of ten (10) working days prior to the Board review/hearing date. The notice shall include a notice of the review/hearing date including time and location of the review/hearing. The notice will also include directions for individuals to access and/or print a copy of the District’s Impact Aid application from the District website.
The District will provide the family of every District student and tribal officials with a copy of the District’s official school calendar. The calendar will include a synopsis, evaluation and overview of programs assisted with Impact Aid funds as well as a review of special categorical funds programs.

The District publishes a series of newsletters each year that contain basic information regarding school activities and programs. Basic information includes information about the Common Core Learning Standards, State Assessments and reviews of standardized test scores, special programs, and reports on new programs or those slated for deletion. Boards of Education Meeting dates are also published to encourage and allow for comment concerning educational programs, with a reminder that Board Meetings are open for public comment on all aspects of the District program. Newsletters are distributed to all District households and to tribal officials.

Parents are invited to participate on advisory committees as explained above, to review program development or deletion. The individual school buildings within the District will schedule open house programs for parents to provide additional opportunities for parents to discuss school matters with District personnel. The dates of scheduled open house programs for parents will be noted on the District calendars when they are provided to families and tribal officials.

**Opportunities for Parents and Tribal Officials to Present Views on the Job That the District is doing**

The Lake Shore Title VII Parent Committee meets on a quarterly basis. Meetings include a review of LEA policies, procedures and educational programs.

The Lake Shore Title VII Parent Committee, along with tribal officials, shall annually review District activities that give Indian parents and tribal officials opportunities for input into the District’s educational programs. This review will include documentation of activities specified in the Board Policies and Procedures that govern the education of children living on Indian Lands, as well the policies and procedures themselves. Based on that review the Parent Committee and tribal officials may make recommendations to the Board of Education for changes to the policies and procedures as needed, to ensure further opportunity for input.

The Board of Education will receive the report from this review annually, at a regularly scheduled or a special public meeting, usually in August. Changes to the District’s policies and procedures will be approved by the Board (policies) and administration (procedures), and forwarded to appropriated agencies once approved and enacted.

District policies and procedures governing the education of Indian lands children shall be included in the District’s official Board Policy Manual, and posted on the District’s website for access and review by the public including all District households.

Adopted:
To: Jim Przepasniak

From: Melissa Bergler

Date: November 3, 2014

Re: Board Recommendation for the Universal Pre-Kindergarten Plan

I would like to recommend the Universal Prekindergarten Plan for Board of Education approval.

Lake Shore Central School District is required to sign the UPK grant each year assuring that the district and each participating agency classroom will operate according to Section 3602(e) of Education law and Subpart 151-1 of the Commissioners Regulations. Those regulations are inclusive in the attached plan. The District will maintain this required board approved plan on file and provide it to the State Education Department as requested.
Lake Shore Central School District  
Universal Prekindergarten Plan (UPK)

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<th>Assurances</th>
<th>Description of Activity</th>
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| Age & Developmentally Appropriate Curriculum and Activities                | Title: NYS Prekindergarten Foundation for the Common Core  
Author/Publisher: NYSED  
Title: Creative Curriculum 4th edition  
Authors: Dodge, Colker, Heroman  
Publisher: Teaching Strategies, LLC.  
Developmentally appropriate activities are theme based and integrated across all classroom centers. |
| Screen UPK students – Part 117                                            | BRIGANCE Early Childhood Developmental Inventory                                                                                                                                                                            |
| Ongoing assessment of language, cognitive, and social skills              | BRIGANCE Early Childhood Developmental Inventory                                                                                                                                                                            |
| Continuity of instruction with elementary grades                          | Participation in district provided professional development and use of NYS curricular materials and standards in all grades, prekindergarten through grade 12                                                                   |
| Encourage children to be self-assured and independent                     | Provide a balance of teacher-initiated and child-initiated learning activities                                                                                                                                              |
| Encourage the co-location and integration of children with special needs  | Collaboration with Lake Shore Central School District Committees on Preschool Education (CPSE) and county providers to provide opportunities for students with disabilities such as speech screening and an integrated classroom |
| Provide for strong parent partnerships and parent involvement in the education of their children | Home/School connections including: literacy activities, parent volunteers  
There is an ‘open door’ policy for parents to participate in the program. They also may chaperone field trips, be party helpers, be supply helpers or provide a special snack for a day. The parents are also invited to Mother’s Day Tea and Donuts for Dads. Parent conferences are conducted around parent availability in the mornings, evenings and by telephone. |

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<td>Provide staff development and teacher training for staff and teachers in all settings in which prekindergarten services are provided</td>
<td>Include in district wide Superintendent Days, grade/level team meetings, team meetings with kindergarten teachers, and prekindergarten specific conferences and workshops TBD (WNY Prekindergarten Directors’ meeting, NYSAEYC conference, etc.).</td>
</tr>
<tr>
<td>Establish a method for selection of eligible children to receive prekindergarten program services on a random basis where there are more eligible children than can be served in a given school year</td>
<td>A lottery system will be used to select students for the UPK program where there are more eligible children than can be served in a given school year.</td>
</tr>
<tr>
<td>Provide supervision for all classrooms regardless of setting.</td>
<td>The YMCA Program Director of School Age Child Care, Preschool and Camp is the Director of the program. The Lake Shore William T. Hoag Building/Program Administrator is available to support the program.</td>
</tr>
<tr>
<td>Keep a copy of the district’s competitive process for collaboration</td>
<td>The Lake Shore Central School District and the YMCA have enjoyed a long time collaborative relationship.</td>
</tr>
<tr>
<td>Keep a copy of any contracts/agreements between the district and collaborative agency</td>
<td>Lease agreements between Lake Shore Central School District and the YMCA are on file.</td>
</tr>
<tr>
<td>Keep a copy of the random process used for selection of eligible children</td>
<td>A preregistration form will be completed for each child intending to participate. The preregistration forms will be placed in a container and names drawn until the UPK program limit is reached. Parent notification via letter will be sent to inform parents whether their child has been selected to participate or if their child is being placed on a waiting list. Eligible students who enter the district after the lottery will be placed at the bottom of the waiting list.</td>
</tr>
<tr>
<td>Utilize staff who meet the qualifications</td>
<td>The YMCA director has ELA 7-12 Initial, Literacy 5-12 Initial, Literacy Birth-grade 6 Initial, and ELA 5-6 extension Initial certification, and the three classroom teachers have certification valid for service in early childhood grades pursuant to Part 80 of this Title; or a teaching license or certificate for students with disabilities valid for service in early childhood grades pursuant to Part 80 of the Title, or a teaching license or certificate valid for services in the childhood grades pursuant to Part 80 of this Title, and a written plan to obtain a certification valid for service in the early childhood grades within five years.</td>
</tr>
</tbody>
</table>
RESOLUTION
National School Boards Association
75th Annual Convention

Whereas, the Board of Education of the Lake Shore Central School District encourages the continuous education of its members to better serve the students of the district, and

Whereas, pursuant to General Municipal Law §77b(2),

Be it resolved that Board members William Connors, Jr., Cindy Latimore, Jennifer Michalec and Carla Thompson are approved to attend the National School Boards Association’s 75th Annual Convention in New Orleans, LA being held March 21, 2015 through March 23, 2015.

Approved this 18th day of November, 2014.

Jennifer Michalec, President
Board of Education

James E. Przepasniak, Superintendent of Schools

Attest:

Kristine DeMartino, District Clerk
<table>
<thead>
<tr>
<th>STATE AGENCY</th>
<th>CONTRACT NUMBER: C012167</th>
</tr>
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<tr>
<td>NYS Education Department</td>
<td>BUSINESS UNIT: SED01</td>
</tr>
<tr>
<td>89 Washington Avenue, Room 503W-EB</td>
<td>DEPARTMENT ID: 3300200</td>
</tr>
<tr>
<td>Albany, New York 12234</td>
<td></td>
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<th>CONTRACTOR:</th>
<th>TYPE OF PROGRAM:</th>
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<tbody>
<tr>
<td>Evans Brant (Lake Shore) Central School District</td>
<td>FEDERAL TAX/MUNICIPALITY NO:</td>
</tr>
<tr>
<td>8855 Erie Road</td>
<td>14-0627700-100</td>
</tr>
<tr>
<td>Angola, NY 14006</td>
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<tr>
<th>CHARITY REGISTRATION NUMBER: n/a</th>
<th>CONTRACT PERIOD</th>
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<tr>
<td>NYS VENDOR ID: 1000004339</td>
<td>From: July 1, 2013</td>
</tr>
<tr>
<td>MUNICIPALITY NO: 14-0627700-100</td>
<td>To: June 30, 2018</td>
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<tr>
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<td>CONTRACTOR IS () IS NOT ()</td>
<td>$15,400,000.00</td>
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<tr>
<td>A SECTARIAN ENTITY</td>
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</tr>
<tr>
<td>CONTRACTOR IS () IS NOT ()</td>
<td></td>
</tr>
<tr>
<td>A NOT-FOR-PROFIT ORGANIZATION.</td>
<td></td>
</tr>
</tbody>
</table>

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- [x] APPENDIX A Standard Clauses as required by the Attorney General for all State contracts.
- [x] APPENDIX A1 Agency-specific Clauses
- [x] APPENDIX B Budget
- [x] APPENDIX C Payment and Reporting Schedule
- [x] APPENDIX D Program Workplan
- [x] APPENDIX X Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

- OTHER (Identify)
- OTHER (Identify)
- OTHER (Identify)
- OTHER (Identify)

September 22, 2014
IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Evans Brant (Lake Shore) Central School District

By ________________________________

Name Printed

Title: ______________________________

Date: ______________________________

Contract No. C012167

THE PEOPLE OF THE STATE OF NEW YORK

John B. King, Jr.
Commissioner of Education

By ________________________________

Richard J. Trautwein
Alison B. Bianchi
Mary Ellen Clerkin
Authorized Contract Officers

Date: ______________________________

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF ____________________________ )

) SS:

County of ____________________________

On this ______ day of ______, 20__, before me the undersigned personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) ______________________________

STAMP

Approved

New York State Attorney General

Approved

Office of the State Comptroller
STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided
pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminiations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.
APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law.

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and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section
5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCCR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this
contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a
result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January 2014
APPENDIX A-1

Payment and Reporting

A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

B. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.

C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

A. General Responsibility Language – The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility) – The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility) – Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed
under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars ($1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars ($2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.

C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.

D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to
have waived its right or remedy.

E. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.

F. No fees shall be charged by the Contractor for training provided under this agreement.

G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

H. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.

B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.

C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.

D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.

E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B will be submitted each year the contract is in effect and will detail actual employment data for the most recently concluded State fiscal year (April 1 – March 31). The first report will be filed no later than May 15, 2008. Thereafter, Form B will be filed no later than May 15th of each succeeding year. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234
By fax: (518) 408-1716

C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.

Rev. January 2014
APPENDIX B - BUDGET

GENERAL SERVICES: COMPENSATION

In full consideration for the educational services to be rendered by the Contractor to the State under the terms of this Agreement, the State will pay to the Contractor the agreed upon tuition rate as approved by the Commissioner of Education, as computed pursuant to the provisions of §174.2 of the Regulations of the Commissioner of Education, for the education of each child. Where such education is provided for periods of substantially less than one school year (September 1 through June 30), the consideration will be prorated accordingly, the final specific amount to be fixed by the State. Computation pursuant to such Regulations shall include an adjustment for moneys received as a building quota, as referenced in Paragraph 2 of §4101 of the Education Law.

SUPPLEMENTAL SERVICES: COMPENSATION

In addition to all programs and services outlined in this agreement, the Contractor shall be provided additional funds annually, when available, to be used exclusively for direct academic services to Native American students, to improve individual Native American student achievement to meet mastery level on all state standards. The Contractor shall work cooperatively with the Cattaraugus Seneca Nation in developing these additional services. Supplemental Services funding will be provided upon receipt of an appropriate, detailed budget plan, submitted annually and approved by the State. Funding for these additional services covered under this agreement shall not exceed Ninety-Thousand Dollars ($90,000) yearly.
New York State Education Department  
Native American Education Unit  
Room 462 EBA, Albany, New York 12234

Tuition Contract with Evans-Brant (Lake Shore) CSD for: 7/1/13 - 6/30/18

5-Year Budget Estimate:

2013-14: $3,050,000  The attached tuition reimbursement schedule is a fairly accurate estimate at this time, including adjustment from prior year funded (12-13). The school district has not yet submitted the 2013-14 school year data to be used for an exact calculation. This reimbursement schedule is typical from year to year, with yearly changes in the rates used and slight variations in student counts.

2014-15: $2,700,000  A gross estimate of the rates to be used for this year show K-6 going from $6,759 (used for 2013-14 attached above) to $6,502, 7-12 rates staying level at $9,688 and SWD rates going from $15,604 to $14,745. Applying those rates, an overpayment from 2013-14 of approx. $105,121 would be included in (subtracted from) the total 2013-14 payment estimate listed at left.

2015-16: $3,000,000
2016-17: $3,250,000
2017-18: $3,400,000  Yearly tuition rates can vary greatly depending on state aid amounts, local tax revenue, district expenditures, and district's allocation distribution. It is important to remember that only the exact amount due each year is reimbursed to district. Funds remaining at contract conclusion, if any, are deobligated. The last three years are GROSS estimates. A more accurate estimate may be generated upon each year's conclusion.

Grand Total: $15,400,000
# Native American TUITION Reimbursement Schedule

**School District:** Lake Shore CSD  
**School Year:** 2013-14

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>1st Semester Student Count</th>
<th>2nd Semester Student Count</th>
<th>Final Student Count</th>
<th>Tuition Rate (ESTIMATE)</th>
<th>Earned Amount</th>
<th>Amount X 50%</th>
<th>Amount X 25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2 K</td>
<td>0</td>
<td>0</td>
<td>110</td>
<td>$6,759.00</td>
<td>$743,490.00</td>
<td>$371,745.00</td>
<td>$185,872.50</td>
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<tr>
<td>K - 6</td>
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<td>0</td>
<td>120</td>
<td>$9,668.00</td>
<td>$1,162,560.00</td>
<td>$581,280.00</td>
<td>$290,640.00</td>
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<tr>
<td>7-12</td>
<td>0</td>
<td>0</td>
<td>55</td>
<td>$15,820.00</td>
<td>$658,220.00</td>
<td>$329,110.00</td>
<td>$164,555.00</td>
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</tbody>
</table>

*ESTIMATE ONLY FOR CONTRACT RENEWAL - FINAL STUDENT LISTS NOT YET SUBMITTED*

| Alt/Voc. Ed |                |                |                    | TBD                     | $0.00         |             |             |
| Supp Srvces |                |                |                    | up to $80,000          | $80,000.00    |             |             |

| Misc.       |                |                |                    |                        |               |             |             |
| Prior Yr. Adj |               |                | Remainder due from 2012-13. NOT recalculation adjustment. | $298,562.50 |               |             |             |
| Prior Yr. Adj |               |                | Recalculation of 2012-13 tuition rates, overpayment of $105,120.50 | ($105,120.50) |               |             |             |

**TOTALS**  
0 0 230  
$3,037,712.00 $0.00

<table>
<thead>
<tr>
<th>Voucher #</th>
<th>Purpose of Payment</th>
<th>Cost Ctr. 14 Amt.</th>
<th>Other Cost Ctr.</th>
<th>Date to Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full Year payment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Earned Amt:** $3,037,712.00  
**Paid to Date:** $0.00  
**Amount Due:** $3,037,712.00
APPENDIX C
PAYMENT AND REPORTING SCHEDULE

SED01 - 3300200

Period: July 1, 2013 - June 30, 2018

Contract No. C012167

Funding Amount for Period: $15,400,000

GENERAL SERVICES; METHOD OF PAYMENT Payments for services provided in Appendix D Paragraph 2 herein for each year of this Agreement shall be in accordance with the following schedule:

a) by September 30 of each school year of the term of this Agreement, after receipt of a properly completed payment voucher, an initial payment equal to twenty-five (25%) percent of the estimated total consideration due for such services for the current school year;

b) by January 31 of each school year of the term of this Agreement, after receipt of a properly completed payment voucher, fifty (50%) percent of the estimated total consideration due for the current school year less any amounts previously paid for this school year;

c) by June 30 of each school year of the term of this Agreement, after computation of an estimated total based upon currently available data and after receipt of a properly completed payment voucher, the revised estimated total consideration less any amounts previously paid for the given school year;

d) the tuition rates used to determine the estimated amount due the Contractor each school year of the term of this Agreement, as outlined in Appendix B and paragraphs a), b), and c) above, shall be calculated using the general fund expenditures and revenues of the Contractor for the previous school year.

e) an audit of the accounts of the Contractor satisfactory to the State shall determine any balance shown to be due if necessary to compensate for a deviation between the estimates used in computing the amounts being paid by the State to the Contractor and the actual figures as shown at the completion of the school year. If it is found that an overpayment has been made pursuant to either a), b), or c) of this Paragraph, the amount of such overpayment shall be refunded to the State. If it is found that an underpayment has been made pursuant to either a), b), or c) of this Paragraph, an additional amount will be paid by the State.

SUPPLEMENTAL SERVICES; COMPENSATION

a) In full consideration for the services to be provided by the Contractor to the State pursuant to Appendix D Paragraph 3 herein, the State will pay to the Contractor the sums set forth in Appendix C, attached hereto and hereby deemed a part of this Agreement, for the 2013-14 school year. For each subsequent school year of this Agreement, the contractor shall submit a budget which includes Supplemental Services to the Designated Seneca Nation Representative(s) for review by March 1 and to the State for approval. Where such services are provided for periods of substantially less than one school year (September 1 through June 30), the consideration will be prorated accordingly, the final specific amount to be fixed by the State. Payment shall be made according to the schedule set forth in General Services Method of Payment set forth above, subject to the receipt of a Supplemental Services Report on June 30 of the school year in which services are provided and receipt of a final expenditure report in a form and having a content satisfactory to the Commissioner of Education.

b) The cost of such additional services shall be included in the Contractor’s total appropriation/expenditures, but the reimbursement for such services shall be deducted from such total appropriation/expenditures for the purposes of the calculation of tuition rates described in Appendix B of this Agreement. Such additional cost shall be paid on a separate voucher, which itemizes such cost and is approved by the Commissioner of Education. If the
Contractor has not earned such amount, the Contractor will return to the State any excess payment. Notwithstanding the foregoing provisions of this paragraph, no further payment will be made by the State unless and until all of the services required of the Contractor have been performed to the satisfaction of the Commissioner of Education. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared vouchers.

Vouchers for payment should be submitted to the New York State Education Department, Native American Education Unit, Room 862 EBA, Albany, New York 12224.

Information for payments processed on behalf of this Agreement is available on the Internet at https://wwel.osc.state.ny.us/pay.

**NEW PAYMENT REQUIREMENT** Revised 2/28/10

**CONTRACT PAYMENTS.** Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Contractor further acknowledges that in the event it is eligible for interest payments, such interest eligibility shall be forfeited if Contractor fails to comply with the electronic payment authorization process.
APPENDIX D
Program Workplan

I. PURPOSE

A. That the State and Contractor, after consultation with the Seneca Nation of Indians, hereinafter referred to as "Nation", understand and accept that the Native American People living upon the Cattaraugus Reservation of the Nation:

(i) prefer to retain their unique tribal cultural identity and lifestyle and to adopt only those components of the dominant American culture that they deem necessary,

(ii) desire a high quality of educational programs in the Contractor schools in order to create maximum opportunities for Native American students in their pursuit of occupations, professions and productive community membership.

(iii) seek input in defining the special educational needs of the Native American students in the Contractor schools and in the provision of educational services designed and implemented to meet those educational needs and,

(iv) require a climate of cultural tolerance and understanding in order to maximize educational opportunity.

Accordingly, the State and Contractor shall:

(i) reasonably accommodate the unique cultural differences of the Native Americans attending the Contractor's schools so as to afford them the opportunity to function most effectively in a pluralistic society,

(ii) facilitate the elimination of cultural bias and misunderstanding within the Contractor schools,

(iii) consult with and solicit input from the duly authorized representatives of the Nation regarding matters uniquely affecting Native American education, and,

(iv) consistent with the New Compact for Learning §100.11 of the regulations of the Commission of Education and the Regents' Position Paper on Native American Education (No. 22, July 1975) and considering the State's and the Contractor's fiscal and administrative constraints, effectuate the following promises exchanged one for the other.

B. DEFINITIONS

1. "Good Faith" shall denote that the parties shall deal with one another in a fashion where their motives are plain and open, willing and constructive, and with a view toward open and positive communication.

2. "Indian Education Programs" denotes any program of the District which primarily affects Native American students.

3. "Shall" denotes an absolute requirement to act.

4. "Native American Education Committee" shall consist of three (3) District representatives and three (3) Seneca Nation representatives for the purposes set forth.
2. GENERAL SERVICES; PROVISION

A. The Contractor, for the School years 2013-2018, hereby agrees to provide basic educational services and school training in grades Kindergarten through Twelve, including textbooks, workbooks, instructional materials and supplies and educational materials and maintenance of facilities on the same basis as other children attending the schools of the Contractor, to Native American pupils residing on the Cattaraugus Indian Reservation as set forth under Article 83 of the Education Law.

The Contractor, in addition to any other services provided under this Agreement, shall:

(i) continue to integrate, to the extent possible pursuant to consultation with the designated Seneca Nation representative(s); Seneca/Iroquois culture and history into the general curriculum of the Contractor schools;

(ii) make available to those Contract Board Members, administrators, faculty, staff, and contract personnel who elect to attend, to the extent possible pursuant to consultation with the designated Seneca Nation representative(s), sensitivity awareness training in Seneca/Iroquois history, culture, education, stereotypes and learning styles. It is agreed that this objective will be satisfied by the Contractor offering at least one (1) workshop on this issue;

(iii) the Contractor agrees to offer middle school (grades 7 and 8) boys or girls lacrosse team, or both, for the 2013-14 school year. It is agreed that the Contractor will offer this program to high-school students for Varsity and Jr. Varsity levels as shall be determined by the Contractor. If it is determined that due to budget constraints, a team or teams cannot be offered in any school year, the Contractor agrees to consider implementation of a team or teams for the following school year. A team or teams need not be provided in the event that:

   (a) persons certified by the State as coaches are unavailable to serve as head and assistance coaches; or,
   (b) the initial registration for the team is less that twenty-two (22) students and the team maintains less than eighteen (18) students; or
   (c) the Contractor (1) treats the lacrosse program consistent with other sports and (2) consults in advance with the designated Seneca Nation representative(s).

(iv) create and fund an extra-curricular student organization open to all students in grades 7-9 and organized for the purpose of educating students and the general community about issues of concern to Native American, if requested to do so through the established process through which such organizations are ordinarily created and funded.

3. SUPPLEMENTAL SERVICES; PROVISION

A. The Contractor, in addition to any other services provided under this Agreement, shall provide supplemental services set forth in Appendix C herein, exclusively to Native American children attending the Contractor’s schools who reside on the Cattaraugus Reservation (“Supplemental Services”), subject to the availability of funds from the state, as provided herein.

B. Contractor agrees to provide designated Seneca Nation representative(s) with cost projections for supplemental services for the 2013-14 school year, and each successive school year thereafter, on or before March 1, 2013, and annually thereafter. State agrees to advise Contractor of the amount of supplemental funds for the following school year on or before April 1 of the prior year. If the amount of
funds available in any year of this Agreement are reduced, and/or the cost of such services increases to the extent that it becomes necessary to consider reducing the services offered pursuant to this paragraph, the designated Seneca Nation representative(s) will notify Contractor within thirty (30) days of its receipt of said projected costs, or within thirty (30) days from official notification from State of the amount of supplemental funds, whichever is later, with its recommendations as to which programs will be offered, such recommendations to be within the budgetary limits as set by the State. If there is no agreement by the parties as to the supplemental services or if the designated Seneca Nation representative(s) fails to provide the Contractor with its proposed services, to be provided, after reasonable negotiations, the Contractor will notify the State to mediate said negotiations between the Contractor and the designated Seneca Nation representative(s). In the event the parties cannot agree on how the supplemental funds are to be used by August 1 or in the event the State has not notified the parties of the amount of such funds by said date, the Contractor shall have the right to finally determine the use of said funds.

4. EVALUATION

The Contractor agrees to prepare by June 30 of each school year of the term of this Agreement a written evaluation of the results of the programs and services provided according to this Agreement (the Supplemental Services Report), and by August 1 of each school year, the Annual Native American Student Achievement Report (“Student Achievement Report”). Both Reports will be submitted to the designated Seneca Nation representative(s) at the same time they are submitted to the State. The Contractor will provide other information requested by the designated Seneca Nation representative(s) as permitted by law.

5. PARTICIPATION IN CONTRACTOR OPERATION

A. The State and the Contractor agree to acknowledge and utilize the Seneca Nation Education Department on the Cattaraugus Territory as an advisory group to work closely with the Contractor Superintendent of Schools or his designee in the effective management of Contractor’s Indian Education program.

B. The Contractor’s Board of Education shall endeavor to meet with the designated Seneca Nation representative(s) on a quarterly basis if requested to do so to discuss matters relating to the education of Indian children. The designated Seneca Nation representative(s) agrees to prepare an agenda for such meeting. The Contractor will notify the designated Seneca Nation representative(s) of the formation of various District-wide Contractor committees, including by not limited to any committee established pursuant to the Compact for Learning and §100.11 of the Regulations of the Commissioner of Education, and invite the involvement of the designated Seneca Nation representative(s), or persons designated by the designated Seneca Nation representative(s), to participate in the work of said committees.

C. The Contractor will endeavor to meet regularly with the Education Director of the Seneca Nation of Indians; Cattaraugus Territory for the purpose of maintaining purposeful dialogue and common goals for the Contractor’s Indian Program and the programs of the Seneca Nation of Indians.

The Contractor will notify the designated Seneca Nation representative(s) of any vacancy in any position relating to the exclusive provision of services to Indian children and be invited to participate in the process under which vacancies are filled, including the ability to participate on any interviewing committee.

6. COORDINATION OF SERVICES

A. In order to avoid duplication of effort and enhance efficient use of funds, the Contractor shall ensure that it coordinates all programs and resources uniquely affecting Native American students attending the Contractor’s schools.
7. **ASSIGNMENT OF OBLIGATIONS**

A. Notwithstanding anything to the contrary contained in Paragraph 2 of Appendix A attached hereto, it is understood and agreed that the Contractor may provide the aforementioned services either directly or through contract with other school districts or BOCES in New York State. In the event that such services are provided under contract as aforesaid;

(i) the State will pay for such services the amount paid by the Contractor to such other school districts or BOCES, or both, as appropriate, for such services when such amount has been approved by the State, said payments to be made as provided in Appendix C of this Agreement and,

(ii) such services shall be provided in accordance with the terms of this Agreement.

8. **CHILDREN TO BE SERVED; TRANSFERS**

For the purposes of this Agreement, a "Native American" child to be served shall mean any child, who is a resident of the Cattaraugus Reservation (the “Service Area”) and is either

(i) a member or descendant of the Nation;

(ii) a member of another federally-recognized or state-recognized Indian nation/tribe; or,

(iii) recognized as an Indian by the United States.

The State reserves the right to determine the eligibility of any other child for services to be provided under this Agreement, provided that no child shall be deemed eligible for services unless sufficient evidence exists establishing the child’s Native American heritage.

Any child who resides in the Service Area may elect to transfer to the Contractor school district in accordance with the procedures set forth in the tuition contract between, Lakeshore (Evans-Brant) CSD and the State, without changing his or her residence. Said policy is as follows:

Native American children residing within the Cattaraugus Reservation may attend the Lake Shore Central schools. Such application for enrollment shall be effective upon approval by the Lake Shore Superintendent, which approval or denial and the reasons therefore shall be set forth in writing. Notwithstanding the foregoing, the Lake Shore Superintendent may, when in his/her judgement the educational welfare of the child would be best served, permit a transfer at any time. The state shall provide transportation for any child transferring under this section.

It is the State's policy that no child be permitted to transfer from the Contractor's Service Area to the Silver Creek Central School District unless that child relocates to the “Silver Creek Service Area”. The “Silver Creek Service Area” is defined as the Cattaraugus Reservation west of the Brant Reservation Road. Further, no child shall be permitted to transfer from the “Silver Creek Service Area” to the Contractor’s Service Area unless that child relocates to the Contractor's Service Area. Notwithstanding the foregoing, the provisions herein are not applicable to any child whose attendance at a particular school is the subject of a pre-existing agreement between the State and the affected school district(s). To the extent that no inconsistency exists the foregoing provisions are not intended to preempt the Contractors existing policy.

The Contractor in consultation with the designated Seneca Nation representative(s) agrees to submit to the State a
list of Native American residing on the Cattaraugus Reservation who are enrolled in the Contractor's schools. Such list shall reflect conditions which exist as of October 1 and February 1 of each year, and shall be delivered to the State before the fifteenth (15th) day of November and March of each year respectively.

9. RESIDENT INDIAN CHILDREN

In accordance with Education Law § 4113, the Contractor agrees to compile a list of Native American children residing within the Service area between birth and eighteen (18) years of age. The Contractor shall request the cooperation of the designated Seneca Nation representative(s) in the preparation of such list and shall submit such list to the designated Seneca Nation representative(s) for its review. The list shall be prepared between the first day of May and the last day of August and shall include all such facts and information as is required by Education Law § 3241. The report shall be prepared in duplicate and a copy filed with the Commissioner on or before the fifteenth (15th) day of October.

10. RECORDS

The Contractor agrees to service and maintain all records of any pupils educated pursuant to this Agreement, as required by the State.

11. REPORTING TO STATE

The Contractor shall make reports to the State in regard to the performance of this Agreement, as required by the State.

12. NOTICES TO DESIGNATED SENeca NATION REPRESENTATIVE(S)

All notices required to be sent by the Contractor to the designated Seneca Nation representative(s), including copies of all notices sent to the State by the Contractor as required by this agreement, shall be sent by certified mail, return receipt requested to the attention of the Seneca Nation Education Director for the Cattaraugus Reservation.

13. EMPLOYMENT; AFFIRMATIVE ACTION

A. The Contractor agrees to submit the annual report required by Exhibit D-1 by August 1 of each contract year, hereinafter referred to as the "Annual Report". The State agrees to provide a form of Annual Report which the Contractor may use to organize the relevant statistical data.

B. Each Annual Report shall include, but not be limited to, the following data in a form and substance satisfactory to the Commissioner:

(i) list of job titles together with an indication of job titles with vacancies;
(ii) description of recruitment efforts to reach the goals established by the Affirmative Action Plan;
(iii) description of efforts made to publicize the equal employment and Affirmative Action Plan to the Native American community and non-Native American community;
(iv) results of the foregoing activities together with an explanation for the success or lack of success in achieving the goals;
(v) changes, if any, planned for the upcoming quarter to improve the results achieved; and
(vi) pertinent explanatory statistical data.

C. The State and the Contractor agree to meet annually to discuss and review the Annual Report and to
consult with the designated Seneca Nation representative(s) in order to facilitate implementation of the Affirmative Action Plan.

14. **FINANCES; DISTRICT BUDGET**

The Contractor shall provide information on the proposed annual Contractor budget to parents of Native American students at the same time and by the same methods as is provided to district residents generally. A copy of the tentative Contractor budget as adopted by its Board shall be submitted to the designated Seneca Nation representative(s) for review and comment at least fourteen (14) days prior to submission to the Contractor Board for final action. A copy of the adopted Contractor budget shall be provided by the Contractor to the designated Seneca Nation representative(s) within ten (10) days of such adoption or by September 1, whichever is earlier.

15. **INTENDED BENEFICIARIES; DISPUTE RESOLUTION**

A. It is understood and agreed by the parties that:

   (i) the intended beneficiaries of the general educational programs and services under this Agreement are the Native American students residing within the Service Area;

   (ii) a cooperative relationship between the Contractor and the designated Seneca Nation representative(s) will benefit the Native American students receiving services under this Agreement.

B. On the basis of the foregoing, the parties hereby agree as follows:

   (i) In the event that a particular issue is brought to the attention of the Contractor with respect to the educational programs and services provided to Native American students pursuant to this Contract by the designated Seneca Nation representative(s), or in the event that the Contractor independently determines that an issue or dispute exists, the Contractor shall promptly, and in no event later than thirty (30) days after such notification or determination, arrange a meeting with the designated Seneca Nation representative(s) and other appropriate or interested parties to discuss such issue;

   (ii) All issues which either the designated Seneca Nation representative(s), or the Contractor desire to be resolved pursuant to the provisions of this paragraph shall be reduced to a writing concisely describing the issue or issues to be discussed and any relevant background information that may facilitate the discussions. An issue initially raised by informal conversation may become an appropriate subject for resolution hereunder if the party desiring such resolution shall, subsequent to the conversation, follow-up with a writing describing the matter;

   (iii) The Contractor shall act in good faith and utilize its best efforts to negotiate a resolution of the particular issue;

   (iv) If either the Contractor or the designated Seneca Nation representative(s) believe that progress towards resolution of the issue is not being made, then the Contractor or the designated Seneca Nation representatives(s) shall notify the State's Native American Coordinator, hereinafter referred to as the "Coordinator", of the nature of the dispute;

   (v) The Coordinator shall contact the parties to the dispute and shall attempt to facilitate a resolution of the dispute. In the event that the Coordinator's informal mediation shall fail to result in a satisfactory resolution, the Coordinator shall within ten (10) days prepare a written summary of the dispute and the efforts made to resolve the dispute for the Commissioner; and
(vi) The Commissioner shall, upon review of the Coordinator’s summary, determine what further action is warranted, including but not limited to, whether a modification of the obligations hereunder is necessary.

C. The process described in this paragraph for resolution of disputes shall not be exclusive of any other remedy or procedure herein or now hereafter existing by law, but shall be cumulative.

16. RENEWAL

A. The State agrees to provide written notice of the need to renew this Agreement to the Contractor and the designated Seneca Nation representative(s) by no later than January 1, 2018.

B. Upon the notice required above, the Contractor shall contact the Designated Seneca Nation representative(s) regarding the renewal of terms contained hereunder and the Contractor and the designated Seneca Nation representative(s) agree to commence negotiations by February 1, 2018.

C. The State agrees that it will not execute any renewal of this Agreement until it has consulted with the Designated Seneca Nation Representative(s) and had the terms contained in any such renewal acknowledged by the Nation. If the Contractor and the Designated Seneca Nation Representative(s) have not reached an agreement by December 1, 2018, the State agrees to mediate the negotiations between the parties at the request of either party.
EXHIBIT D-1

1. The Contractor agrees to abide by all State and Federal laws, regulations, and executive orders prohibiting unlawful employment discrimination. The Contractor must have developed an affirmative action plan and an equal employment opportunity statement approved by the State Education Department.

The Contractor agrees that the submitted affirmative action plan covers all aspects of its employment procedures and practices including the following elements:

   a. appoint a top official with responsibility and authority to develop and implement the program;

   b. survey present Native American employment by department and by job classification;

   c. develop goals and timetables to improve utilization of Native Americans in each area where under or over-utilization has been identified in the survey;

   d. develop and implement specific programs to achieve goals including programs to help in recruitment, selection and promotion of qualified Native Americans;

   e. establish internal audit and reporting systems to monitor and evaluate the progress of each aspect of the program;

   f. issue a written equal employment policy and affirmative action plan;

   g. publicize internally and externally, the equal employment policy and affirmative action plan.

2. The Contractor also agrees to submit timely progress reports to the State Education Department for monitoring purposes, and to submit annual reports to the State Education Department regarding the status of filling each job category.
APPENDIX X
SAMPLE DO NOT SIGN
Modification Agreement Form

Contract No.

Period: From: To: Funding Amount for Period $ 

This is an AGREEMENT between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and ____________, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. __________, as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

SAMPLE DO NOT SIGN

By__________________________________________

__________________________________________
Name Printed

Title:_________________________________________

Date:_________________________________________

By__________________________________________

Richard J. Trautwein
Alison B. Blanchi
Mary Ellen Clerkin
Authorized Contract Officers

Date:_________________________________________

STATE Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK
) SS:
County of __________________________

On this ___ day of ______, 20 __, before me the undersigned personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary)_____________________________________

STAMP

APPROVED

_________________________________________
Office of the State Comptroller