

*Unofficial* Minutes of the Board of Education

Date: **Wednesday, May 22, 2019 Regular Meeting**

Place: HS Library

Board Members Present: Dennis Carlson, Richard Drain, Kevin Bennett, Lynda Lowin  
and Carre Doyle

Also present: Kyle Bower, Superintendent of Schools, Tad Rounds, High School Principal,  
Joe Koehler, Elementary Principal, Sarah Dickson, families of first grade readers

**I. Call to Order and Approve Agenda**

APPROVE AGENDA

President Carlson called the meeting to order at 6:00 p.m.  
He asked if there were additions /changes to the agenda.  
There were:

Unanimously Approved

XI. New Business

VI. Approve Minutes

**Add:**

Budget and Trustee vote of May 21, 2019

X. New Business

**Add:**

7. Approve revised BOE 2019-2020 Meeting Calendar

Vote

On motion by Kevin Bennett, seconded by Richard Drain:

RESOLVED: That the agenda for this meeting be approved.

**II. Pledge of Allegiance**

**III. Welcome of Visitors and/or Guests**

**VI. Student/Staff Recognition**

- 1<sup>st</sup> Grade teachers – Leo Stermole, Kammi Sanford, Emily Burdin, Karen Hurley and Susan Domanico and their students: Macklen Sable, Riley Jensen, Abby Gardiner, Claire Campbell, presentation of classroom library book reviews

The Board took a short recess at 6:12pm and reconvened at 6:18pm

**V. Correspondence**

1. Thank you notes for Teacher/Staff recognition from Kim Davis, Carrie Crane, Jeff Martello and Jim Derr

- VI. Approve Minutes of the Regular Meeting of April 24, 2019, Special Meeting and Public Hearing on the Budget of May 7, 2019, and Special Meeting of May 15, 2019, and Budget and Trustee vote of May 21, 2019**

APPROVE  
MINUTES

Unanimously approved

On motion by Lynda Lowin, seconded by Carre Doyle:

RESOLVED: That the Board of Education of Hammondspport Central School District approves the minutes of the Regular Meeting of April 24, 2019, Special Meeting and Public Hearing on the Budget of May 7, 2019, and Special Meeting of May 15, 2019, and Budget and Trustee vote of May 21, 2019

**VII. Reports**

1. Dan Conley, AD – Winter Athletics Summary (Written only)
2. Joe Koehler, Elementary Principal
3. Tad Rounds, High School
4. Kyle Bower, Superintendent

**VIII. Financial Items**

**A. Reports**

1. Treasurer's Report for April 2019

ACCEPT  
TREASURER'S  
REPORTS

On motion by Kevin Bennett, seconded by Richard Drain:

RESOLVED: That the Board of Education of Hammondspport Central School hereby accepts the Treasurer's Report for April 2019.

Unanimously approved

2. Trustees reviewed the Budget Status Report for April
3. Trustees reviewed the Warrant Report for April
4. Cafeteria Report for April
5. Trustees reviewed the Extracurricular Report for April

**IX. Old Business**

None

**X. New Business**

1. Approve change to the 2018-2019 school calendar to add June 26<sup>th</sup> as a non-school vacation day due to the lack of need for emergency closing days, and modify the end of the school days beginning June 18 through-June 25th as early dismissal days for the Glenn Curtiss Elementary School

APPROVES CHANGES  
TO THE 2018-2019  
SCHOOL CALENDAR

Unanimously Approved

On motion Carre Doyle, seconded by Lynda Lowin;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the change to the 2018-2019 school calendar to add June 26<sup>th</sup> as a non-school vacation day due to the lack of need for emergency closing days, and modify the end of the school days beginning June 18 through-June 25th as early dismissal days for the Glenn Curtiss Elementary School

2. Approve the purchase of 2018-2019 retiree plaques in an amount not to exceed \$60 per retiree

APPROVE THE  
PURCHASE OF 2018-  
2019 RETIREE  
PLAQUES

On motion by Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the purchase of 2018-2019 retiree plaques in an amount not to exceed \$60 per retiree

Unanimously Approved

3. Declare surplus 2009 Moritz Dump Trailer serial #4WXBD102691018816 for purpose of sale

DECLARE SURPLUS  
2009 MORITZ DUMP  
TRAILER FOR  
PURPOSE OF SALE

On motion by Lynda Lowin, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby declares surplus 2009 Moritz Dump Trailer serial #4WXBD102691018816 for purpose of sale

Unanimously Approved

4. Approve Class of 2020 Senior trip to Washington, DC  
October 11-14, 2019

On motion Richard Drain, seconded by Carre Doyle;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the Class of 2020 Senior trip to Washington, DC October 11-14, 2019

APPROVE CLASS OF  
2020 SENIOR TRIP TO  
WASHINGTON, DC  
OCTOBER 11-14, 2019

Unanimously Approved

5. Approve non-resident students attending Hammondspport Central School

On motion Kevin Bennett, seconded by Lynda Lowin;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the non-resident students attending Hammondspport Central School

APPROVE NON-  
RESIDENT  
STUDENTS  
ATTENDING  
HAMMONDSPORT  
CENTRAL SCHOOL

Unanimously Approved

6. Approve MOA between the Hammondspport Teachers' Association and the Hammondspport Central School District

On motion Richard Drain, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the MOA between the Hammondspport Teachers' Association and the Hammondspport Central School District

APPROVE MOA  
BETWEEN THE  
HAMMONDSPORT  
TEACHERS'  
ASSOCIATION AND  
THE  
HAMMONDSPORT  
CENTRAL SCHOOL  
DISTRICT

Unanimously Approved

7. Approve revised BOE 2019-2020 Meeting Calendar

On motion Kevin Bennett, seconded by Carre Doyle;

RESOLVED: That the Board of Education of Hammondspport Central School hereby approves the revised BOE 2019-2020 Meeting Calendar

APPROVE REVISED  
BOE 2019-2020  
MEETING  
CALENDAR

Unanimously Approved

**XI. Personnel Report**

**PERSONNEL REPORT**

**A. Abolish Positions**

None

Unanimously Approved

**B. Resignations/Retirements/Leaves**

1. Ruth Stiles, resignation as Library Media Specialist, effective June 30, 2019

**C. Appointments**

1. Tracy Cagle, substitute Food Service Helper and substitute cleaner, effective May 23, 2019 for the 2018-2019 school year
2. Michelle Lynn, on-call substitute teaching assistant and substitute teacher aide, PK-6, effective May 23, 2019 for the 2018-2019 school year
3. Megan Howell - completion of field experience under the supervision of the PE Department effective May 20, 2019 through June 3, 2019.

On motion Lynda Lowin, seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves this personnel report

**XII. Public Comment**

None

**XIII. Board Topics for Next Meeting**

1. District SAVE plan and District Code of Conduct

**XIV. CSE/CPSE Recommendations**

**CSE/CPSE  
RECOMMEN  
DATIONS**

On motion by Richard Drain; seconded by Kevin Bennett;

RESOLVED: That the Board of Education of Hammondsport Central School hereby approves the following CSE/CPSE Recommendations: 30008, 27050, 29049, 25031, 26052

Unanimously Approved

**XV. Meetings/Dates**

Monday, June 3, 2019 Russ Cutshall Reception, 6:00pm  
Friday, June 7, 2019 Sr. High Awards 8:00am  
Friday, June 7, 2019 – PreK 500, 1:30pm  
Friday, June 14, 2019 Jr. High Awards 8:00 a.m.  
Wednesday, June 19, 2019 – Public Hearing on Code of  
Conduct and SAVE Plan 5:45pm  
Wednesday, June 19, 2019 Regular Meeting 6:00 p.m.

Friday, June 21, 2019 – 6<sup>th</sup> Grade graduation/awards  
Friday, June 28, 2019 – Graduation 6:00pm

**XVI. Executive Session**

On motion by Lynda Lowin, seconded Carre Doyle:

RESOLVED: That the Board of Education of Hammondspport Central school hereby enters into this Executive Session for the purposes of discussing the employment history of a particular person.

In: 7:19pm

Out: 8:05pm

EXECUTIVE SESSION

Unanimously Approved

**XVII. Adjourn**

On motion by Kevin Bennett, seconded by Lynda Lowin:

RESOLVED: That the Board of Education of Hammondspport Central School District hereby adjourns this meeting. Time 8:08pm

By: \_\_\_\_\_

Nancy R. Clark  
District Clerk

ADJOURN

Unanimously Approved

# HAMMONDSPORT CENTRAL SCHOOL

## TREASURER'S REPORT

For period 5/1/2019 to 5/31/2019

<b>GENERAL FUND</b>
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		BEGINNING BALANCE: <u>\$4,855,301.18</u>	<u>\$4,855,301.18</u>
<b>RECEIPTS</b>	STATE AID ACCOUNT	\$689,617.28	
	TAX ACCOUNT	0.00	
	TRUST AND AGENCY FUND	\$38.07	
	SPECIAL AID FUND	\$2.92	
	SCHOOL LUNCH FUND	\$372.39	
	NYS DEPARTMENT OF HEALTH	\$5,960.74	
	PAYROLL ACCOUNT	\$1.90	
	SCHUYLER COUNTY TREASURER	\$28,654.95	
	CORNING COMMUNITY COLLEGE	\$8,449.47	
	NRG, INC.	\$44.94	
	MISCELLANEOUS	\$131.60	
	INTEREST	\$6,406.94	
	<b>TOTAL RECEIPTS:</b>	<u><b>\$739,681.20</b></u>	<u><b>\$739,681.20</b></u>
<b>DISBURSEMENTS</b>	GROSS PAYROLL	\$481,214.15	
	WARRANTS	\$271,192.61	
	TRUST AND AGENCY FUND	\$0.00	
	SCHOOL LUNCH FUND	\$43,845.00	
	SPECIAL AID FUND	\$29,532.00	
	NEOPOST	\$10,049.97	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	<b>TOTAL DISBURSEMENTS:</b>	<u><b>\$835,833.73</b></u>	<u><b>(\$835,833.73)</b></u>
	FIVE STAR/GENERAL FUND CHECKING	\$1,525,812.52	
	FIVE STAR/TAX ACCOUNT	\$0.00	
	FIVE STAR/STATE AID ACCOUNT	\$0.25	
	FIVE STAR/GF INVESTMENT	\$3,233,335.88	
	<b>ENDING BALANCE:</b>	<u><b>\$4,759,148.65</b></u>	<u><b>\$4,759,148.65</b></u>

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 5/1/2019 to 5/31/2019

**SCHOOL LUNCH FUND**

	<b>BEGINNING BALANCE:</b>	<u>\$32,396.84</u>	<u>\$32,396.84</u>
<b>RECEIPTS</b>	NYS COMPTROLLER/GENERAL FUND	\$43,845.00	
	BREAKFAST/LUNCH/SNACK BAR REVENUE	\$1,693.48	
	PAYFORIT.COM	\$90.00	
	GENERAL FUND	\$512.49	
	TRUST AND AGENCY	\$0.00	
	MISCELLANEOUS	\$45.00	
	INTEREST	\$2.43	
	<b>TOTAL RECEIPTS:</b>	<u>\$46,188.40</u>	<u>\$46,188.40</u>
<b>DISBURSEMENTS</b>	GROSS PAYROLL	\$8,142.72	
	WARRANTS	\$14,859.86	
	FIVE STAR/GENERAL FUND	\$372.39	
	FIVE STAR/TRUST AND AGENCY	\$41.30	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	<b>TOTAL DISBURSEMENTS:</b>	<u>\$23,416.27</u>	<u>(\$23,416.27)</u>
	FIVE STAR/SCHOOL LUNCH FUND ACCOUNT	\$55,168.97	
	<b>ENDING BALANCE:</b>	<u>\$55,168.97</u>	<u>\$55,168.97</u>



HAMMONDSPORT CENTRAL SCHOOL  
TREASURER'S REPORT

For period 5/1/2019 to 5/31/2019

**CERTIFICATION**

This is to certify that I have received these balances

Nancy Clark  
DISTRICT CLERK

6/3/19  
DATE

This is to certify that the cash balances are in agreement with the applicable bank statements as reconciled and noted

Igle CR  
SUPERINTENDENT

6/3/19  
DATE

This is to certify that the cash balances are in agreement with the applicable bank statements as reconciled and noted

Alba  
DISTRICT TREASURER

6/3/19  
DATE

HAMMONDSPORT CENTRAL SCHOOL

TREASURER'S REPORT

For period 5/1/2019 to 5/31/2019

**SPECIAL AID FUND**

	BEGINNING BALANCE:	<u>\$79,205.61</u>	<u>\$79,205.61</u>
<b>RECEIPTS</b>	NYS COMPTROLLER/GENERAL FUND	\$29,532.00	
	FIVE STAR/GENERAL FUND	\$0.00	
	MISCELLANEOUS	\$0.00	
	INTEREST	\$3.13	
	TOTAL RECEIPTS:	<u>\$29,535.13</u>	<u>\$29,535.13</u>
<b>DISBURSEMENTS</b>	GROSS PAYROLL	\$25,389.50	
	WARRANT	\$0.00	
	FIVE STAR/GENERAL FUND	\$2.92	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$25,392.42</u>	<u>(\$25,392.42)</u>
	FIVE STAR/SPECIAL AID FUND	\$83,348.32	
	ENDING BALANCE:	<u>\$83,348.32</u>	<u>\$83,348.32</u>

**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 5/1/2019 to 5/31/2019

<b>TRUST AND AGENCY FUND</b>
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	BEGINNING BALANCE:	<u>\$565,963.97</u>	<u>\$565,963.97</u>
<b>RECEIPTS</b>	GROSS PAYROLL (GF, SCHL, SP AID)	\$514,746.37	
	HEALTH INSURANCE RECOVERIES-EMPLOYEE		
	RETIREES, COBRA	\$11,630.69	
	FIVE STAR/SCHOOL LUNCH FUND	\$41.30	
	VINE CITY	\$50.00	
	SHIRLEY'S LUMBER	\$40.00	
	FIVE STAR/2018 SCHOLARSHIP FUND	\$396.47	
	FIVE STAR/WHITNEY SCHOLARSHIP	\$599.52	
	FIVE STAR/HCS ATTENDANCE AWARD	\$385.00	
	FIVE STAR/MINNERLY FUND	\$134.06	
	SUSAN BETHKE DONATION	\$1,500.00	
	MISCELLANEOUS	\$20.48	
	INTEREST PAYROLL ACCOUNT	\$1.87	
	INTEREST TRUST AND AGENCY FUND	\$43.92	
	TOTAL RECEIPTS:	<u>\$529,589.68</u>	<u>\$529,589.68</u>
<b>DISBURSEMENTS</b>	NET PAYROLL (WARRANT)	\$24,453.45	
	NET PAYROLL (ACH DEPOSITS)	\$302,812.51	
	PAYROLL TAXES	\$132,774.62	
	WARRANT	\$30,645.50	
	NYS EMPLOYEE RETIREMENT SYSTEMS	\$1,693.39	
	HEALTH ECONOMICS	\$11,548.07	
	FIVE STAR/GENERAL FUND	\$39.97	
	FIVE STAR/SUSAN BETHKE SCHOLARSHIP	\$1,500.00	
	CHECKS RETURNED FOR NOT SUFFICIENT FUNDS	\$0.00	
	TOTAL DISBURSEMENTS:	<u>\$505,467.51</u>	<u>(\$505,467.51)</u>
	FIVE STAR/TRUST AND AGENCY	\$590,084.27	
	FIVE STAR/PAYROLL ACCOUNT	\$1.87	
	ENDING BALANCE:	<u>\$590,086.14</u>	<u>\$590,086.14</u>

**HAMMONDSPORT CENTRAL SCHOOL**

**TREASURER'S REPORT**

For period 5/1/2019 to 5/31/2019

<b>CAPITAL FUND</b>
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BEGINNING BALANCE: \$1,765,530.77      \$1,765,530.77

RECEIPTS      FIVE STAR/GENERAL FUND      \$0.00

INTEREST CAPITAL FUND ACCOUNT	\$0.00	
INTEREST CAPITAL OUTLAY ACCOUNT	\$4.83	
INTEREST CAPITAL PROJECT 2017 ACCOUNT	\$48.48	
INTEREST CAPITAL PROJECT 2017 INVESTMENT	\$1,946.97	
TOTAL RECEIPTS:	<u>\$2,000.28</u>	<u>\$2,000.28</u>

DISBURSEMENTS	WARRANT (CAPITAL FUND ACCOUNT)	\$0.00	
	WARRANT (CAPITAL OUTLAY ACCOUNT)	\$0.00	
	WARRANT (CAPITAL PROJECT 2017 ACCOUNT)	\$24,338.84	
	TRANSFER TO FIVE STAR/GENERAL FUND	\$0.00	
	TRANSFER TO FIVE STAR/DEBT SERVICE	\$0.00	

TOTAL DISBURSEMENTS: \$24,338.84      (\$24,338.84)

FIVE STAR/CAPITAL FUND ACCOUNT	\$0.00	
FIVE STAR/CAPITAL OUTLAY ACCOUNT	\$89,113.92	
FIVE STAR/CAPITAL PROJ 2017 ACCOUNT	\$649,400.49	
FIVE STAR/CAP PROJ 2017 INVESTMENT	\$1,004,677.80	
ENDING BALANCE:	<u>\$1,743,192.21</u>	<u>\$1,743,192.21</u>

# HAMMONDSPORT CENTRAL SCHOOL

## TREASURER'S REPORT

For period 5/1/2019 to 5/31/2019

<b>OTHER DISTRICT OWNED ACCOUNTS</b>
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<b>RESERVES</b>	FIVE STAR/REPAIR RESERVE	\$13,915.03	
	FIVE STAR/UNEMPLOYMENT RESERVE	\$69,950.96	
	FIVE STAR/ERS RESERVE	\$5,854.52	
	FIVE STAR/EBALR RESERVE	\$6,166.93	
	FIVE STAR/WORKERS COMP RESERVE	\$95,629.47	
	FIVE STAR/CAPITAL TRANSPORTATION RES	\$885.83	
	FIVE STAR/DEBT SERVICE RESERVE	\$22,761.21	
	FIVE STAR/CAPITAL TECHNOLOGY RESERVE	\$400,781.78	
	FIVE STAR/CAPITAL RESERVE (2014)	\$0.00	
	FIVE STAR/REPAIR RESERVE (2016)	\$300,567.35	
	<b>TOTAL RESERVE FUNDS</b>	<b><u>\$916,513.08</u></b>	<b><u>\$916,513.08</u></b>
<b>SCHOLARSHIPS</b>	FIVE STAR/LAWRENCE SCHOLARSHIP	\$32,478.36	
	FIVE STAR/KEELER SCHOLARSHIP	\$37,544.82	
	FIVE STAR/PARA SCHOLARSHIP	\$2,215.10	
	FIVE STAR/SIRRINE SCHOLARSHIP	\$24,249.31	
	FIVE STAR/MCCANN SCHOLARSHIP	\$1,413.66	
	FIVE STAR/WAGNER SCHOLARSHIP	\$2,930.14	
	FIVE STAR/TAYLOR SCHOLARSHIP	\$83,126.53	
	FIVE STAR/SCHROEDER-BETHKE SCHOLARSHIP	\$2,263.13	
	FIVE STAR/WAMBOLD SCHOLARSHIP	\$1,508.80	
	FIVE STAR/WHITNEY SCHOLARSHIP	\$0.00	
	FIVE STAR/2018 SCHOLARSHIP	\$792.93	
	<b>TOTAL SCHOLARSHIP FUNDS</b>	<b><u>\$188,522.78</u></b>	<b><u>\$188,522.78</u></b>
<b>INVESTMENTS</b>	FIVE STAR/MINNERLY INVESTMENT	\$30,048.75	
	FIVE STAR/MINNERLY INVESTMENT	\$2,941.93	
	FIVE STAR MCCANN INVESTMENT	\$26,765.46	
	FIVE STAR/HS ATTENDANCE AWARD	\$3.70	
	FIVE STAR/DEBT SERVICE FUND	\$4,885.26	
	FIVE STAR/DEBT SERVICE FUND INVESTMENT	\$190,563.23	
	FIVE STAR/ERS RESV INVESTMENT	\$756,561.20	
	FIVE STAR/EBALR RESV INVESTMENT	\$857,571.92	
	FIVE STAR/TRANSP RESV INVESTMENT	\$201,646.49	
	<b>TOTAL INVESTMENT FUNDS:</b>	<b><u>\$2,070,987.94</u></b>	<b><u>\$2,070,987.94</u></b>
	<b>TOTAL RESERVES, SCHOLARSHIPS &amp; INVESTMENTS:</b>	<b><u>\$3,176,023.80</u></b>	<b><u>\$3,176,023.80</u></b>

# **AGREEMENT FOR PROFESSIONAL SERVICES FOR FLEXIBLE SPENDING ARRANGEMENT AND HEALTH REIMBURSEMENT ARRANGEMENT PROGRAMS**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, by and between Hammondsport Central School District, having its principal office located at 8272 Main Street, Hammondsport, NY 14840 and HEALTH ECONOMICS GROUP, INC., hereinafter referred to as "HEG", with offices at 1050 University Avenue, Suite A, Rochester, NY 14607.

WHEREAS, Hammondsport CSD desires to secure the professional services of a Third Party Administrator to provide for the implementation and management of a Flexible Spending Arrangement (FSA) and Health Reimbursement Arrangement (HRA), hereinafter referred to as the "Flexible Spending Arrangement" and "Health Reimbursement Arrangement".

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

## **SECTION I. DESCRIPTION OF HEG'S SERVICES AND RELATED FEES**

### **A. General Services**

The following are the professional services (the "Services") HEG will provide to Hammondsport CSD

1. Assist in the design and structure of the Flexible Spending Arrangement and Health Reimbursement Arrangement, including but not limited to such specifics as number of claim submissions allowed, benefit categories, claim restrictions, and the documentation and verification likely to be required in order to conform to the applicable provisions of the Internal Revenue Code.
2. Prepare and furnish to Hammondsport CSD forms required for administration of the Flexible Spending Arrangement, including but not limited to:
  - a. Enrollment Form
  - b. Work Sheet (to help employees determine salary reallocation amounts)
  - c. Claim Form
  - d. Explanation of Benefits
  - e. Management Reports
3. Prepare and furnish to Hammondsport CSD forms required for administration of the Health Reimbursement Arrangement, including but not limited to:
  - a. Enrollment Form
  - b. Claim Form
  - c. Explanation of Benefits (EOB)
  - d. Management Reports

4. Assist Hammondsport CSD with preparation of employee communications materials, including written communications, as well as conducting seminars to introduce employees to the Flexible Spending Arrangement and Health Reimbursement Arrangement. The level of HEG's involvement will be mutually determined between the parties.
5. Maintain enrollment and eligibility data for each employee as reported by Hammondsport CSD.
6. Assist Hammondsport CSD in determining appropriate accounting and funds management procedures in support of the Flexible Spending Arrangement and Health Reimbursement Arrangement.
7. Prepare Plan Documents/Summary Plan Descriptions for the Flexible Spending Arrangement and Health Reimbursement Arrangement. All documents are draft documents that should be reviewed by the Hammondsport CSD attorney.

## **B. Claims-Related Services**

Employees will be entitled to submit claims in accordance with the claims frequency option chosen.

1. Prepare management reports, including data concerning claims.
2. Process claims; calculate benefits; adjust Arrangement balances; prepare and distribute EOBs and checks.
3. Approximately three months prior to the end of each Plan Year, prepare a statement (EOB format) for each employee who has participated in the Flexible Spending Arrangement and/or Health Reimbursement Arrangement for such Plan Year, showing the amounts accumulated in each of such employee's Flexible Spending Arrangement and/or Health Reimbursement Arrangements, amounts paid out to date, and an approximation of the year-end balance remaining in each of such Arrangements
4. Each month a summary of claims processed will be prepared. This will include an accounting for all amounts accumulated by employee and employer contributions (based on the data furnished to HEG). In addition, monthly management reports will show claim amounts submitted and actually paid as broken down by participant and in the aggregate. Reports can be sorted by department or other employee classifications that the employer deems necessary for internal accounting purposes. Employer would need to notify HEG before the start of each plan year of special reporting requirements.

### C. Management Fees

Hammondsport CSD shall pay HEG for employees enrolled in the Flexible Spending Arrangement and Health Reimbursement Arrangement during the applicable Plan Year:

#### Claims Services Fees:

Plan Year 10/1/19-9/30/21	FSA	\$3.25 pepm*
Plan Year 07/1/19-6/30/21	HRA	\$3.00 pepm* minimum of \$75.00 per month

\*pepm=per employee per month

#### Document Fees:

Per Document	\$300.00
Per Amendment	\$100.00

Claims Services Fees are payable monthly in advance within thirty (30) business days after receipt of HEG's invoice. These rates will not increase through the end of the 2021 Plan Year, providing there are no material changes to the Flexible Spending Arrangement Plan and/or Health Reimbursement Arrangement.

## SECTION II. FINANCIAL ARRANGEMENTS AND DEPOSIT PROCEDURES

1. HEG will require the establishment of an account at a local (Rochester) financial institution (currently Evans Bank 1 Grimsby Hamburg, NY 14075) in order to provide funding exclusively for Hammondsport CSD's Flexible Spending Arrangement and Health Reimbursement Arrangement. HEG will also require signing authority over the account so that HEG can withdraw funds to cover claims. All bank service charges (if any) resulting from ordinary administration of the Flexible Spending Arrangement and/or Health Reimbursement Arrangement will be borne by the Flexible Spending Arrangement and/or Health Reimbursement Arrangement.
2. As directed by Hammondsport CSD, HEG will credit the Flexible Spending Arrangement and/or Health Reimbursement Arrangement for each employee. Upon processing of claims HEG will notify Hammondsport Central School District of the amount to be deposited into the above for mentioned account for payment of claims.
3. Reimbursement checks for the Flexible Spending Arrangement and/or Health Reimbursement Arrangement claims will be generated within ten (10) business days following each claims cut-off date. These checks will be mailed to the plan participants. A Client Summary Report will be mailed to Hammondsport CSD concurrent with each distribution of checks.

## SECTION III. PLAN ADMINISTRATOR



Pursuant to this Agreement, HEG will be acting as an agent of Hammondsport CSD, who is the Plan Administrator of the Flexible Spending Arrangement and Health Reimbursement Arrangement. Final decisions regarding eligibility, payment, and coverage are made by Hammondsport CSD, and to the extent that HEG is implementing such decisions, HEG shall be acting as Hammondsport CSD's agent.

#### **SECTION IV. AUTHORIZED AGENTS**

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1. Hammondsport Central School District hereby designates:

Kyle Bower  
Superintendent  
Hammondsport Central School District  
8272 Main Street  
Hammondsport , New York 14810

2. HEG hereby designates:

Stephen D. Hooper  
President  
Health Economics Group, Inc.  
1050A University Avenue  
Rochester, NY 14607

as Authorized Agents of Hammondsport CSD and HEG for receipt of all notices, demands, and other communications and all orders, permissions and directions pursuant to this Agreement, which shall be deemed sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the Authorized Representatives designated herein on the date same is actually delivered or delivery is refused.

The parties reserve the right to designate other or additional representatives or agents upon written notice to the other party which shall be signed by the Authorized Representative of the requesting party.

#### **SECTION V. SEVERABILITY**

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If any provision of this Agreement is held invalid by a court of law, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

#### **SECTION VI. CANCELLATION**

---

This agreement shall remain in effect until September 30, 2021. This agreement shall automatically renew unless written notice is otherwise provided. Either party may cancel this Agreement with at least ninety (90) days prior written notice. By failing to provide at least ninety (90) days prior notice of cancellation

Hammondsport CSD agrees to pay HEG full management fees for the ninety (90) day cancellation period. Management fee will be based on the eligible participants as of the last billing cycle. Items not specifically addressed shall be considered negotiable during the period of the agreement.

**SECTION VII. TERMINATION POLICY AND/OR OTHER TRANSITIONAL SERVICES**

---

Should the contract be terminated or not renewed, Hammondsport CSD has the option of either being charged for HEG's cost of transferring all claims files and supporting documentation to the District, or being charged for HEG to store all items for a period of seven (7) years and for their subsequent destruction. If Hammondsport CSD requires HEG services for claims run-out and/or other transitional services, HEG will charge full management fee, based on eligible participants as of the last billing cycle, for two months, and \$8.00 per processed claim thereafter until the agreed-upon final date of run-out. Items not specifically addressed shall be considered negotiable during the period of the agreement.

**SECTION VIII. INDEMNIFICATION**

---

Hammondsport CSD agrees to indemnify and save harmless Health Economics Group, Inc., its subsidiaries, affiliates, directors, officers, and employees, from and against all loss or expense (including attorneys' fees and other expenses of litigation) to Health Economics Group, Inc., its subsidiaries, affiliates, directors, officers, and employees, including, without limitation damages because of personal injury or bodily injury, including death at any time resulting therefrom, or damage to property, including loss of use thereof, arising out of or as a consequence of the performance of this agreement, resulting from the negligence or misconduct of Hammondsport CSD, its agents, employees, or subcontractors.

Health Economics Group, Inc. agrees to indemnify and save harmless Hammondsport CSD, its officials and employees, from and against all loss or expense (including attorneys' fees and other expenses of litigation) to Management, its officials or employees, including, without limitation damages because of personal injury or bodily injury, including death at any time resulting therefrom, or damage to property, including loss of use thereof, arising out of or as a consequence of the performance of this agreement, resulting from the negligence or misconduct of Health Economics Group, Inc., its agents, employees, or subcontractors.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**Hammondsport Central School District**

By: \_\_\_\_\_  
Kyle Bower  
Superintendent

Date: \_\_\_\_\_

**Health Economics Group**

By: \_\_\_\_\_  
Stephen D. Hooper  
President

Date: \_\_\_\_\_



# Substance Free Living

A service priority for Catholic Charities of Steuben

CatholicCharitiesSteuben.org/SubstanceFreeLiving

Prevention Services  
Bath Area Hope for Youth  
Drinking Driver Program  
John Southard Youth Recreation  
Steuben Council on Addictions

## 2019 – 2020 AGREEMENT FOR CONTRACTED SERVICES

Administrative Offices  
8 E. Morris St.  
Bath, NY 14810  
607-776-6441

This agreement is for the provision of In-School Prevention Counseling Services between Hammondsport Central School District and Catholic Charities of Steuben, Prevention Services.

Residential Services  
Kinship Community Residence  
Kinship Supportive Living

Services will be provided in-school three days per week to be determined by Prevention Counselor, Prevention Director and School District.

Administrative Offices  
251 County Route 64,  
Suite 102  
Cornell, NY 14843  
607-324-0909

Catholic Charities of Steuben will provide personnel and all administrative services associated with the employment of said personnel. CCSPS will provide contracted worker with all associate insurances and benefits.

CCSPS shall provide direct clinical supervision and support services on a weekly basis for said personnel for the duration of this agreement.

Hammondsport Central School District shall provide workspace conducive to counseling and other services as they arise in support of this program.

This agreement will be for the duration of the regular school year (10 months) commencing on September 1, 2019 through June 30, 2020.

CCSPS will expect payment from Hammondsport Central School District directly on a monthly basis for 1/10<sup>th</sup> of the contract amount, **\$2,206.39**, commencing September 1, 2019 with the final installment being due June 1, 2020. Payments should be made by the 15<sup>th</sup> business day of the month. The total monetary reimbursement for the agreement shall be **\$22,063.91**.

CCSPS reserves the right of hiring and termination in the case of employee turnover. CCSPS will consult with Hammondsport Central School District in the event of these issues.

In the event of discontinuation of funding, CCSPS reserves the right to terminate services within appropriate therapeutic time frames.

The Agreement may be terminated at any time by either party with 60 day written notice.

This Agreement entered into this day \_\_\_\_\_.

\_\_\_\_\_  
James M. Bassage, Prevention Director  
CCSPS

\_\_\_\_\_  
Kyle Bower, Superintendent  
Hammondsport Central School  
District



Community Partner

Substance Free Living programs reduce the prevalence of substance abuse and its negative consequences in the communities we serve.

**To: Hammondsport Board of Education**

**From: Kyle C. Bower, Superintendent**

**Date: June 10, 2019**

**Re: Billing for Transportation Usage**

Board policy 5710 allows the use of buses by community groups. It also requires that 'consideration acceptable to the Board shall not be less than the full amount of the costs and expenses resulting from the lease or rental'. Therefore, I recommend the following rates be used when outside organizations request the use of District buses and drivers for non-District related trips effective July 1, 2019-June 30, 2020:

1. Urbana Summer Recreation Program: per Board approved agreement.
2. Hammondsport Ski Club: Total cost of driver and fuel only.
3. All other outside organizations: Total cost of driver (average hourly rate of \$29.92) and \$1.54 per mile.

2018-2019 EXPENSES TO BE USED IN CALCULATING 19-20 BILLS ESTIMATE

TRANSPORTATION EXPENSES	PERSONNEL EXPENSES	55 SALARIES	EMPLOYER PR TAXES (FICAMED)	EMPLOYER ERS COST	EMPLOYER WC COST	EMPLOYER 105H COST	EMPLOYER HEALTH INS COST	TOTAL PERSONNEL COSTS	19.5	51589.64	11011.32	262.15	2600.75	38.16	41543						
57880.25	190042.4	440.92	16847.29	272	13265.55	1575.75	19.5	51589.64	11011.32	262.15	2600.75	38.16	41543								
3037.5	16860	7009	2750	7009	7009	7009	16860	7009	16860	7009	2750	16860	2750	16860							
1040	1040	1073.75	900	971	886.25	1004.75	1468	1040	1170.5	720	1193.5	810	4	1091.75	827.75	120.25	2080.5	752.5	152.5	653	
TOTAL HOURS WORKED FOR YR	19,000.00																				
TOTAL AVERAGE HOURLY WAGE	\$29.92																				

OTHER COSTS	5510 CONTRACTUAL	5510 MATERIALS SUPPLIES	5510 EQUIPMENT	5530 CONTRACTUAL	5530 MATERIALS SUPPLIES	5530 EQUIPMENT	TOTAL OTHER COSTS
33127.65	3600	22139.14	12000	7610	53992.02	1510.5	272.35
5500	8000	659.88	8005	300	35.12	0.96	349.3
899.04							
\$0.00							
\$323,936.53							

TOTAL MILES DRIVEN FOR YR 2107000.000  
 TOTAL AVE COST / MILE \$1.543

NOTES:  
 the following salaries are expended and encumbered on payroll status reports - note since subs are not encumbered the actual projected amount is not shown. I have rounded ERS Calc is using tier 5. we do have tier 4's and tier 6's and even subs who participate, others that do not. This is an estimate  
 health insurance is accurate based upon 19-20 figures and current enrollment as is 1051  
 HRS worked is estimated based upon reports by code and position - note any additional hours earned in non salaried codes are not projected although I rounded total miles projected was obtained from Emery

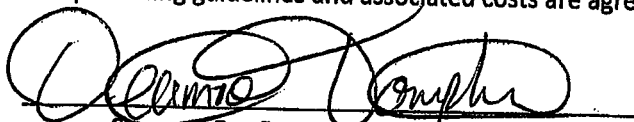
*There is actually a lot that goes into this to abide by our transport policy  
 Here is my estimate as of 5/21/19*

**To: Town of Urbana Recreation Committee**  
**From: Kyle C. Bower, Hammondspport Superintendent of Schools**  
**Date: May 30, 2019**  
**Re: Summer Recreation Costs for summer of 2019**

The following are the guidelines and billing procedures for the summer recreation program during the summer of 2019.

1. Final cost for bus usage will be based on the actual cost of bus usage for the entire length of the summer recreation program. That will include the total hourly pay for all drivers and mileage cost for the days that the summer recreation program is in session. This cost will include the cost of driver time (avg of \$30 an hour per driver for all costs), as well as \$1.54 per mile travelled.
2. All billing for the summer recreation program will be done at the close of the program with all payments made to the District by September 30<sup>th</sup>, 2019. This billing will be done as a request for a donation to the school district in the amount of the final cost calculated using the information above. The Town of Urbana must receive the bill no later than September 10 in order to meet the September 30, 2019 deadline for payment.

The preceding guidelines and associated costs are agreed upon:

  
\_\_\_\_\_  
Summer Rec Representative

6-3-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**To: Kyle Bower** 

**From: Dan Conley- Athletics**

**RE: 2019 Fall teams**

**Date: 6/11/19**

The athletic department would like approval to combine for the following 2019 fall sports teams:

Girls modified, Junior varsity and varsity soccer with Bradford

Boys modified and junior varsity soccer with Bradford

Modified and junior varsity Volleyball with Bradford

Varsity volleyball with Bradford and Prattsburgh

Thanks  
Dan Conley

Athletic Director



# Occustar Workplace Compliance, LLC

4267 Transit Rd, Buffalo, New York 14221 (716) 204-0798

## HAMMONDSPORT SCHOOL DISTRICT TRANSPORTATION DEPARTMENT 19A EXAM, DRUG & ALCOHOL TESTING SERVICES CONTRACT 2019 - 2020

The Hammondsport School District, hereinafter referred to as "The School District", whose primary offices are located at 8272 Main Street, Hammondsport, New York 14840, and Occustar Workplace Compliance, LLC., hereinafter referred to as "Occustar", whose primary office is at 4267 Transit Rd, Buffalo, New York, 14221, are entering into this agreement (the "Agreement") in order to have Occustar provide drug and alcohol testing services and 19A exams in compliance with federal regulations, 49 CFR, Parts 40 & 382.

### WITNESSETH

The following program aspects shall constitute the compliance services administered on behalf of the School District by Occustar as the exclusive provider for these services.

### DRUG & ALCOHOL TESTING SERVICES

The specific details of the program compliance shall include the following services:

- A. Entry of all current drivers subject to testing into a random testing database.
- B. Update the random database throughout the Contract Year to add or delete drivers as required.
- C. Select drivers from the database for random drug and alcohol testing at the required rates of:
  - (i) 50% for drug testing and 10% for alcohol testing.
  - (ii) The alcohol tests shall be selected from within the group selected for drug testing so as ***not to be selecting drivers for alcohol testing on a separate basis.***
  - (iii) Driver selection shall be by a computer based random number generator program.
- D. Random selection will be done a minimum of 4 times [and no more than 6 times] throughout the Contract Year at the discretion of Occustar to achieve compliance with federal regulations (49 CFR, Parts 40 & 382).
- E. Confidential employer notification of the driver(s) selected for random testing shall be made to the School District Transportation Supervisor or other designated confidant.
- F. Compilation of required year-end data summaries of testing completed when required by the U.S. Department of Transportation or New York State DMV or DOT.
- G. Drug and alcohol testing is to be performed at one of the following three locations: Occustar's Bath, New York office, IRA Davenport Hospital, or at the School District Bus Garage.
- H. Provide a 24-hour coverage system to execute a post-accident required testing.
- I. Maintain testing compliance to the set standards of the U.S. Department of Transportation (49 CFR, Parts 40 & 382) for certified drug test and breath alcohol technicians.
- J. Provide and maintain a physician acting as the **Medical Review Officer [MRO]** to review drug test results and provide legal testimony should this service be required due to litigation.
- K. Act as the ongoing consultant to the School District for the purposes of interpretation of the regulations as they may apply to the various situations encountered with drivers.
- L. **The foregoing services will be provided during the Contract Year at the rates set forth in the attached Schedule A: Hammondsport School District Drug / Alcohol / 19A fees for 2019-2020.**

**19A MEDICAL EXAMS**

Occustar will provide medical examinations on-site, for the bus drivers and bus aides, in compliance to NYS DMV regulation 19A. The examinations can also be made to comply with Federal Department of Transportation regulation 49 CFR 391 should the school district desire this aspect to the exam process. Occustar will come on-site, one time per year, to perform the exams at the bus garage or other location within the school district that best suits this purpose. Exams for new hires, and other purposes, can be handled through the Bath Office of Occustar.

The school district will NOT BE REQUIRED to provide any personnel [nurses] to perform these exams since Occustar will arrive with adequate staff to perform all aspects of these exams.

*Fees for the drug and alcohol testing are detailed in appendix "A" to this contract.*

**ASSIGNMENT OF CONTRACT**

Both parties agree that neither the whole nor any portion of the Agreement may be assigned without the prior written consent thereto of the other party. Upon acceptance by both parties, the contract may be assumed in full by the newly assigned contractor.

**TERMINATION**

Either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party. Either party may terminate this agreement immediately for material breach hereof by the other party.

**INDEPENDENT CONTRACTOR STATUS**

Occustar is being engaged by the School District as an independent contractor and shall not be considered a subsidiary, employee or agent of the School District. Occustar shall be solely responsible for any and all taxes of any nature whatsoever associated with the services provided as described in this Agreement.

**INSURANCE**

Occustar shall maintain its own worker's compensation, disability and general liability insurances as an Independent Contractor. Physician(s) acting as the MRO maintain their own respective medical malpractice insurance. Certificates of Insurance shall be provided to the School District upon request. The School District shall also be notified of any changes to any coverage within thirty (30) days of such change.

**TERM OF ENGAGEMENT**

This agreement shall commence on the date signed by both parties and will be binding for the School District budget year of July 1, 2018, through June 30, 2019 (the "Contract Year"). This contract may be extended for a period of one year provided terms are mutually agreed upon by both parties, in writing.

\_\_\_\_\_  
For The Hammondsport School District

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
For Occustar - Timothy C. Knight – Managing Member

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**SCHEDULE A**

**HAMMONDSPORT SCHOOL DISTRICT**  
**DRUG and ALCOHOL TESTING and 19A FEES for 2019 - 2020**

**Random drug & alcohol testing** for the drivers shall be at a **flat rate** of **\$69.00 per driver, per year**. Once a new driver is pre-employment tested, they shall be included into the random pool and the cost for random testing considered already paid under this contract. The overall fee for random drug and alcohol testing shall be re-evaluated at the start of each school year to determine the current number of drivers in the fleet at that time. The yearly fee is to be based on that number and may be paid in either one single, or two equal payments, in July and January respectively.

The following rates are for the individual tests as required for pre-employment or other testing circumstances **other than random testing**:

- 1) **Drug test**; "**complete**" with collection, lab analysis and M.R.O. verification = \$ 69.00/test
- 2) **Alcohol test**; Breathalyzer = \$ 35.00/test
- 3) **Shy bladder** wait time [ billed in 15 minute increments] = \$ 28.00/hr

**Post Accident or Reasonable Suspicion on-site and off-hours hourly service fees:**

Hourly rate any time we dispatch on-site for Post Accident testing = \$ 80.00/hr

The hourly rate is in addition to the testing rates for Drug/Alcohol above

*Rates are assessed door-to-door for the entire test time including travel.*

**19A Medical Exams and DOT option**

- 1) **19A Medical exams** shall be handled either on-site, with one visit per year at = \$ 83.00
- 2) Additional D.O.T. Certification from and existing 19A exam = \$ 30.00

**OR BY**

- 1) Individual visits to the Occustar **Bath Office** [by appt] – **for a 19A exam** = \$ 90.00
- 2) Individual visits to the Occustar **Bath Office** [by appt] – for a 19A exam + DOT cert'n = \$110.00

**Litigation and legal testimony:**

- 1) Lab litigation package from lab used in the test process = Price is the current lab fee for the package
- 2) MRO testimony (portal-to portal) = \$155.00/hr.
- 3) Medical consultation services = \$105.00/hr.

**Renewal Option**

Upon agreement of both parties to renew this contract, the modifications shall be listed below and both parties shall sign:

Modifications to be: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
For The Hammondsport School District

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
For Occustar - Timothy C. Knight – Managing Member

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

# COMMERCIAL TRAVELERS

LIFE INSURANCE COMPANY

May 22, 2019

TO: ELLEN SHAW  
SHAW INSURANCE CO

FROM: SABINA BAJIC  
ACCOUNT MANAGER/ASSISTANT UNDERWRITER

RE: 2019-2020 STUDENT ACCIDENT QUOTE  
HAMMONDSPOORT CSD

Underwritten by Commercial Travelers Life Insurance Company of NY

PLAN OFFERED: **COMPREHENSIVE PLAN 100% OF U&C**

EFFECTIVE DATE: 07/01/2019 – 07/01/2020

POLICY NUMBER: 2018 SC A23

MAX MEDICAL: \$25,000

ADA# 495 FTBL# 0

DEDUCTIBLE: \$100

Rate per student: \$12.00

Rate per FTBL: \$0

**ANNUAL PREMIUM: \$5,940.00**

This quotation expires in 30 days. Please feel free to contact me with any questions.

*Sabina Bajic*

Sabina Bajic  
Account Manager/  
Assistant Underwriter  
Special Risks Division  
315.801.5812 Direct Line  
[sbajic@nglic.com](mailto:sbajic@nglic.com)

# COMMERCIAL TRAVELERS LIFE INSURANCE COMPANY

70 Genesee Street Utica, New York 13502

**Application for Blanket Student Accident Policy Form CTSA1-03 (Rev. 04)  
to cover eligible students of the school(s) shown below.**

*(Complete this Application in full - please print or type.)*

1. Policy to be issued to (name of school, district, or system)  
HAMMONDSPORT CENTRAL SCHOOL

2. Address - Street, City, County, State, Zip  
8272 MAIN ST., HAMMONDSPORT, NY 14840

3. Plan of Coverage applied for  
 Economy  
 Standard  
 Other  
 Comprehensive - If Comprehensive:  80%  90%  100%

4. Premium basis - Average Daily Attendance October, last year	Deductible Amount \$100.00	Number of Football Players (JV and Varsity Squads)
5. Premium Rate - Schooltime Coverage \$12.00	Self Funded Deductible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Football Rate N/A
6. Effective Date of Coverage 7/1/19	Termination Date of Coverage 7/1/20	

7. List all Schools in the district or system - continue on the reverse side if additional space is needed.

School	Address

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime, and in the State of New York, will also be subject to a civil penalty not to exceed \$5,000.00 and the stated value of the claim for each such violation.

\_\_\_\_\_  
Witness

Agent/Broker Name and Address  
SHAW INSURANCE CO  
23 SHETHAR ST., HAMMONDSPORT, NY 14840

\_\_\_\_\_  
Social Security or Tax ID Number

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Title or Position

D-100-100%

PLAN CODE \_\_\_\_\_

COMMISSION \_\_\_\_\_

Hammondsport Central School Retirement Contribution Reserve Sub-Fund Resolution

WHEREAS, the Hammondsport Central School District participates in the New York State Teachers' Retirement System ("TRS"); and

WHEREAS, on March 16, 2011, the Board of Education of the Hammondsport Central School District by resolution established a Retirement Contribution Reserve Fund known as the Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law; and

WHEREAS, the Board of Education has determined it is also appropriate to establish a sub-fund within said Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Education of the Hammondsport Central School District, pursuant to Section 6-r of the General Municipal Law, as follows:

1. The Board hereby establishes a sub-fund within the Retirement Contribution Reserve Fund to be known as the Hammondsport Central School District Retirement Contribution Reserve Sub-Fund;
2. The source of funds for this Reserve Sub-Fund shall be:
  - a. such amounts as may be provided therefore by budgetary appropriation or raised by tax therefore;
  - b. such revenues as are not required by law to be paid into any other fund or account;
  - c. such other funds as may be legally appropriated; and
  - d. notwithstanding any law to the contrary, such amounts as may be transferred from a reserve fund established pursuant to Section 6-c, 6-d, 6-e, 6-f or 6-g of Article 2 of the General Municipal Law, comprised of moneys raised from the same tax base as the moneys in the retirement contribution reserve fund, or a reserve fund established pursuant to Education Law Section 3651, provided that any such transfer shall only be made by Board resolution adopted after a public hearing held on at least 15 days prior notice published in at least one newspaper having general circulation in the District.
3. By resolution, the Board of Education may authorize expenditures from this Reserve Sub-Fund. Except as otherwise provided by law, moneys in this Reserve Sub-Fund may only be appropriated to finance retirement contributions to the New York State Teachers' Retirement System, and/or to offset all or a portion of the amount deducted from the moneys apportioned to the District from the State for the support of schools pursuant to Section 521 of the Education Law.
4. No member of the Board of Education or employee of the District shall:
  - a. authorize a withdrawal from this Reserve Sub-Fund for any purpose except as provided in Section 6-r of the General Municipal Law; or

- b. expend any money withdrawn from this Reserve Sub-Fund for a purpose other than as provided in Section 6-r of the General Municipal Law.
5. The moneys contributed annually to the Reserve Sub-Fund shall not exceed 2% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the District who are members of TRS paid during the immediately preceding fiscal year.
6. The balance of the Reserve Sub-Fund shall not exceed 10% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the District who are members of TRS paid during the immediately preceding fiscal year.
7. The moneys in this Reserve Sub-Fund shall be deposited and secured in the manner provided by Section 10 of the General Municipal Law. The Board of Education or its authorized designee may invest the moneys in this Reserve Sub-Fund in the manner provided by Section 11 of the General Municipal Law. Any interest earned or capital gain realized on the money so deposited or invested shall accrue to and become part of this Reserve Sub-Fund.
8. The chief fiscal officer shall account for this Reserve Sub-Fund separate and apart from all other funds of the District. Such accounting shall show: the source, date and amount of each sum paid into the sub-fund; the interest earned by such sub-fund; capital gains or losses resulting from the sale of investments of this sub-fund; the order, purpose thereof, date and amount of each payment from this sub-fund; the assets of the sub-fund, indicating cash balance and a schedule of investments. The chief fiscal officer, within sixty (60) days of the end of each fiscal year, shall furnish a detailed report of the operation and condition of this sub-fund to the Board of Education.
9. This Resolution shall take effect immediately.

**To: Hammondsport Board of Education**

**From: Kyle C. Bower, Superintendent** 

**Date: June 5, 2019**

**Re: Reserve Transfers**

**Based on the ongoing monitoring of 18-19 expenditure and revenue projections, along with the current 18-19 general fund balance, I believe we will be in a position to make a transfer from current and projected, unreserved, unappropriated, general fund balance into existing reserve funds per our Reserve Plan at the conclusion of the 2018-2019 fiscal year.**

**RESOLVED:** That the Board of Education of Hammondsport Central School hereby approves the transfer of an amount, not to exceed \$13,000 from current and projected, unreserved, unappropriated, general fund balance to the 2005 Capital Repair Reserve. This represents the final required 50% repayment of repair reserve costs from 17-18.

**RESOLVED:** That the Board of Education of Hammondsport Central School hereby approves the transfer of an amount, not to exceed \$85,000 from current and projected, unreserved, unappropriated, general fund balance to the 2019 Hammondsport Central School Retirement Contribution Reserve Sub Fund.

**RESOLVED:** That the Board of Education of Hammondsport Central School hereby approves the transfer of an amount, not to exceed \$100,000 from current and projected, unreserved, unappropriated, general fund balance to the 2011 Employee Benefit Accrued Liability Reserve.

**RESOLVED:** That the Board of Education of Hammondsport Central School hereby approves the transfer of an amount, not to exceed \$100,000 from current and projected, unreserved, unappropriated, general fund balance to the 2012 Workers Compensation Premium Reserve.

**RESOLVED:** That the Board of Education of Hammondsport Central School hereby approves the transfer of an amount, not to exceed \$100,000 from current and projected, unreserved, unappropriated, general fund balance to the 2013 Capital Reserve for Informational/Audiovisual/Technology Equipment and Supplies.



# HAMMONDSPORT CENTRAL SCHOOL DISTRICT

## RESERVE PLAN

Updated 10/10/2018

### Worker's Compensation Reserve

*Creation* – This reserve was created on April 18, 2012. Established by BOE Resolution.

*Purpose* – This reserve is used to pay for actual worker's compensation claims, related medical expenses and self-insurance administrative costs. It cannot be used to pay for worker's compensation insurance premiums.

*Funding Methods* – This reserve was funded through excess fund balance over the course of several years. Future funding could occur through excess fund balance or yearly budgetary appropriations

*Use of Reserve* – HCS is self-insured for worker's compensation costs. This reserve is used to cover costs of District claims on a yearly basis as identified by the impact of the experience modifier on the stable consortium premium rate. Any increase in the experience modifier is a result of increased District claim costs and thus increased yearly costs, as well as run out liability. This reserve may also be used to cover potential run out costs should the current worker's compensation cooperative dissolve and the remaining run out costs become the liability of the remaining Districts.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent of Schools.

*Funding Level* – We currently appropriate approximately \$65,000 a year from the reserve to help cover yearly costs. It is recommended that this amount, as a minimum expectation, is replenished every year through a transfer into the reserve. We have reduced this reserve by approximately \$75,000 over the past three years. It is critical that we prioritize this reserve for funding by a minimum of \$100,000 at the end of the 18-19 fiscal year if possible. This reserve is a yearly revenue within the current District general fund budget used to offset costs.

**9/30/16 Actual Balance: \$170,524**

**9/30/18 Actual Balance: \$95,592.49**

**9/30/17 Actual Balance: \$55,557.84**

**Recommended 18-19 Funding: \$100,000**

**Recommended 6/30/19 Balance: \$195,592.49 plus interest**

### Reserve for Retirement Contributions

*Creation* – This reserve was created on March 16, 2011.

*Purpose* – This reserve is used to pay for district expenses to the NYS Employee's Retirement System only. Payments to the Teachers Retirement System are not allowed from this reserve.

*Funding Methods* – Funds are placed in this reserve from excess fund balance. Future funding could occur through excess fund balance or yearly budgetary appropriations

*Use of Reserve* –This reserve has been used in recent years to balance out increases in required employer contribution to ERS due to the increase in employer contribution percentage. This allows the District to budget a stable amount of general fund revenue towards this expense on a yearly basis and use the reserve to fund the remaining amount. At this time, the reserve is fully funded to cover total yearly ERS costs for approximately the next six years and could be used for that purpose if the Board chooses to do so.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent of Schools.

*Funding Level* – Although a plan is in place to draw down on the funds in this reserve, a funding level equal to approximately two years' worth of 100% retirement system billings is desired at all times. At current rates, that level is approximately \$360,000.

**9/30/16 Actual Balance: \$954,873**

**9/30/18 Actual Balance: \$755,669.86**

**9/30/17 Actual Balance: \$755,190.51**

**Recommended 18-19 Funding: up to \$100,000**

**Recommended 6/30/19 Balance: \$855,669.86 plus interest**

#### **Reserve for Accrued Employee Benefits Liability**

*Creation* – This reserve was created on March 16, 2011.

*Purpose* – This reserve is used to pay for unused accumulated leave time contractually provided to certain groups of employees. This typically includes payment for unused sick and vacation days accumulated at the date of retirement. This fund cannot be used to pay for items such as: retirement incentives, FICA and Medicare payments and other post-employment benefits.

*Funding Methods* – Funds are placed in this reserve from excess fund balance. Future funding could occur through excess fund balance or yearly budgetary appropriations

*Use of Reserve* –This reserve is used when an employee separates from the District and payment of accumulated leave is required. This reserve is used to fund costs due to an employee when he or she separates from the District and has accumulated sick or vacation days that are contractually obligated to be paid. The value of these days are held by the District and applied in future years towards the retiree's cost of health insurance. The source of funding of these anticipated payments or a portion of such payments may be included in the budget as a drawdown of this reserve. This reserve will continue to be used in this manner to make these payments. Current leave time liability as of 6/30/2018 is \$3,100,862.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent. Each year, a detailed analysis of the liability is computed and is used to support the funding of this reserve.

*Funding Level* –It is the goal of the District to have this reserve funded at 100% of the accrued liability for unused accumulated leave time. Currently as of June 30, 2018, the reserve is funded at approximately 28% of the calculated overall sick bank liability at that time for all retirees and actives. This reserve has been reduced by \$200,000 over the last two years. It is critical that we prioritize this reserve for funding by a minimum of \$100,000 at the end of the 18-19 fiscal year if possible.

**9/30/16 Actual Balance: \$1,055,071**

**9/30/18 Actual Balance: \$855,957.83**

**9/30/17 Actual Balance: \$855,417.91**

**Recommended 18-19 Funding: \$100,000**

**Recommended 6/30/19 Balance: \$955,957.83 plus interest**

### **Reserve for Unemployment Insurance**

*Creation* – This reserve was created prior to July 1, 2008.

*Purpose* – This reserve is used to reimburse the State for payments made to claimants as the District is self-insured for unemployment. We do not pay NYS a fixed premium for unemployment insurance coverage.

*Funding Methods* – This reserve was funded entirely from excess fund balance when it was created. Future funding could occur through excess fund balance or yearly budgetary appropriations

*Use of Reserve* – The District is self-insured for unemployment costs. The yearly general fund budget has had and continues to contain \$15,000 for unemployment insurance. This amount is used for relatively small, incidental claims incurred by the District in the normal course of business. It would not be enough if there were multiple layoffs.

*Monitoring of Reserve* – This reserve will be monitored by the Superintendent in conjunction with District managers and administrators to assess the potential for incurring unemployment claims.

*Funding Level* – This reserve was initially funded at \$60,000. Current funding stands at \$69,923.90. Current funding is sufficient to provide extended benefits for 3 full time positions with extended benefits (\$18,360 per position), or 6 full time positions with no extended benefits (\$10,530 per position). \$15,000 from this reserve was again used as a funding source for the 18-19 budget. If this pattern continues, the reserve would be available for the next four years in this manner. If not used, the reserve funds can be returned to the reserve at the end of the year. No additional funding is recommended at this time.

**9/30/16 Actual Balance: \$99,874**

**9/30/18 Actual Balance: \$69,923.90**

**9/30/17 Actual Balance: \$84,896.06**

**Recommended 18-19 Funding: \$0**

**Recommended 6/30/19 Balance: \$69,923.90 plus interest**

**Capital Repair Reserve I: Fully Funded**

*Creation* – This reserve was created on May 17, 2005 via voter approval by a margin of 217- 65.

*Purpose* – This reserve is used to pay for unanticipated, non-recurring repairs to district capital improvements, facilities and equipment.

*Funding Methods* – Voter approval is required to fund this reserve. In accordance with the proposition approved by the voters, this reserve was funded entirely via a transfer of funds from excess fund balance. The wording of the proposition does not allow for additional funding of this reserve beyond the initial amount approved by voters of \$100,000. The reserve is available for a maximum 10 year term as approved in the voter proposition.

*Use of Reserve* – In accordance with the law, a public hearing must be held in order to use funds from this reserve, except in an emergency. Funds used without holding a public hearing must be repaid to the fund over two years. Use is restricted to the purpose stated above.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent.

*Funding Level* – This reserve was funded at \$100,000 and is capped at that amount plus any interest earned. The **probable term** of the reserve states that funds must be either used, or funds transferred out by 6/30/2015. **Board approved use of this reserve in January 2016 for tennis court repairs and was drawn down to the current amount due to that expense of \$75,467. Remaining amount is available should other needs be identified. Board approved the emergency use of this reserve in August 2017 for the immediate replacement of a failed hot water storage tank. Due to the emergency use, the amount used (approximately \$24,700) will need to be replenished in this reserve within the next two years with at least 50% replaced in the first year. We did replace \$13,000 in this reserve prior to 6/30/2018 and the remaining funds spent in 2017 will be returned prior to 6/30/2019 as required.**

9/30/16 Actual Balance: \$25,532.92

9/30/17 Actual Balance: \$910.03

6/30/17 Actual Balance: \$25,532.92

9/30/18 Actual Balance: \$13,911.04

**\*6/30/19 Recommended Balance: \$25,532.92 FULLY FUNDED**

**Capital Repair Reserve II: Fully Funded**

*Creation* – This reserve was created on May 17, 2016 via voter approval by a margin of 168-16.

*Purpose* – This reserve is used to pay for unanticipated, non-recurring repairs to district capital improvements, facilities and equipment.

*Funding Methods* – Voter approval is required to fund this reserve. In accordance with the proposition approved by the voters, this reserve was funded via a transfer of funds from excess fund balance in the amount of \$260,000 and the transfer of funds from closed Liability Reserve

(approx. \$40,000). The wording of the proposition does not allow for additional funding of this reserve beyond the initial amount approved by voters of \$300,000. The reserve is available for a maximum 10 year term as approved in the voter proposition.

*Use of Reserve* – In accordance with the law, a public hearing must be held in order to use funds from this reserve, except in an emergency. Funds used without holding a public hearing must be repaid to the fund over two years. Use is restricted to the purpose stated above. To date, funds have not been used from this reserve for emergency or planned repairs.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent.

*Funding Level* – This reserve was funded at \$300,000 and is capped at that amount plus any interest earned. The **probable term** of the reserve states that funds must be either used, or funds transferred out by 6/30/2026. However, these funds can remain if an immediate need is not identified.

**9/30/16 Actual Balance: \$300,035.72**                      **9/30/18:      FULLY FUNDED**

**9/30/17 Actual Balance: \$300,125.50**

### **Reserve for Capital Building Projects**

*Creation* – This reserve was created on May 20, 2014 via voter approval.

*Purpose* – This reserve may be used to fund the cost of any object or purpose for which bonds may be issued. The Board and Superintendent are working towards a goal of a December 2017 vote date for a proposed capital building project based on the 2015 BCS.

*Funding Methods* – Voter approval is required to establish and fund this reserve. In accordance with the approved proposition, this reserve is funded by voter authorized budgetary appropriations or excess fund balance.

*Use of Reserve* – Use of this reserve requires voter approval at a later date established by the BOE. The proposition to use these funds must be specific to a set of projects and dollar amounts.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent.

*Funding Level* – As stated in the approved proposition, this reserve was created with a maximum limit of \$3,000,000. Accumulation of funds into this reserve must cease at the earlier of reaching \$3 M or 15 years as noted in the voter proposition. As of September 2018, there is \$900,000 remaining to place in this reserve before it reaches its maximum funding limit.

**9/30/16 Actual Balance: \$1,300,423.62**

**9/30/17 Actual Balance: \$2,100,937.28**

**9/30/18 Actual Balance: \$0.00**

\* A capital project vote was held on December 14, 2017. The project referendum passed 138-33. The entire balance as of 9/30/17, \$2,100,937.28 plus interest, will be used to offset project costs from that vote. Future funding of \$900,000 is available towards the next capital project.

**Capital Reserve for Information/Audiovisual Technology Equipment and Supplies**

*Creation* – This reserve was created on May 21, 2013 via voter approval.

*Purpose* – This reserve may be used to fund the cost of any object or purpose for which bonds may be issued. Must be spent in the area of information/audiovisual technology equipment and supplies as specified in the voter approved proposition.

*Funding Methods* – Voter approval is required to establish and fund this reserve. In accordance with the approved proposition, this reserve is funded by voter authorized budgetary appropriations, excess fund balance, or State Aid received related to information and/or audiovisual technology.

*Use of Reserve* – Current 9/30/18 balance of up to \$400,430.80 will be used as funding for a Technology Purchase referendum that will be put before the voters on 12/13/18. The purchases associated with this referendum will include classroom Promethean Boards, teacher laptops, STEAM room equipment, cabling upgrades, as well as possible servers and switches.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent.

*Funding Level* – As stated in the approved reserve proposition, this reserve was created with a maximum limit of \$800,000. Accumulation of funds into this reserve must cease at the earlier of reaching \$800,000 or 10 years as noted in the voter proposition. As of June 30, 2018, this reserve is funded at 50% of its maximum limit. Should the 12/13/18 voter referendum be successful and the current reserve balance be liquidated, the recommendation for funding would be to replenish the reserve with up to \$100,000 at the end of the 18-19 school year, if possible.

**9/30/16 Actual Balance: \$300,133**

**9/30/18 Actual Balance: \$400,430.80**

**9/30/17 Actual Balance: \$300,222.81**

**Recommended 18-19 Funding: \$100,000**

**Recommended 6/30/19 Balance: \$500,430.80 or**

**\$100,000 plus interest**

**Reserve for Capital Transportation Purchases: Fully Funded**

*Creation* – This reserve was created on May 15, 2012 via voter approval.

*Purpose* – This reserve may be used to fund the cost of any object or purpose for which bonds may be issued. Must be spent in the area of transportation purchases such as buses, vans, or other school vehicles used to transport students.

*Funding Methods* – Voter approval is required to establish and fund this reserve. In accordance with the approved proposition, this reserve is funded by voter authorized budgetary appropriations or excess fund balance.

*Use of Reserve* – Use of this reserve requires voter approval at a later date established by the BOE. The proposition to use these funds must be specific to a set of projects and dollar amounts. In February of 2015, the Board adopted a ten-year bus replacement schedule 2015-2024. This reserve will be used in varying amounts detailed below, until it is exhausted in June 2022.

2015 Spring \$100,000 (2 buses)

2015 December \$25,000 (1 bus)

**See Appendix A for current fleet replacement schedule and planned drawdown of reserves.**

*Monitoring of Reserve* – This reserve is monitored by the Superintendent.

*Funding Level* – As stated in the approved proposition, this reserve was created with a maximum limit of \$600,000. Accumulation of funds into this reserve must cease at the earlier of reaching \$600,000 or 15 years as noted in the voter proposition. As of June 30, 2014, this reserve is fully funded.

**9/30/16 Actual Balance: \$200,764.60**

**9/30/18: Fully Funded**

**9/30/17 Actual Balance: \$200,794,64**

***The following three items are not reserve accounts, but are equally as important to planning revenues for the District.***

**Unassigned Fund Balance**

*Creation* –Unassigned fund balance is accumulated over time when the District’s general fund revenue exceeds expenditures. Retention of these funds are allowed by law.

*Purpose* – These funds are unrestricted and may be used for any valid purpose.

*Funding Methods* – These funds result in any given fiscal year when there is excess revenue over expenditures.

*Use of Funds* – It is recommended that these funds not be used except for an emergent, unanticipated expense, or revenue shortfall, that cannot be handled either in the budget or with other available reserves.

*Monitoring of Balance* – These funds are monitored by the Superintendent and Treasurer.

*Funding Level* – The maximum legal limit is recommended (4% of the ensuing budget).

**6/30/17 Audited UFB: \$665,000**                      **Recommended 6/30/19: 4% of proposed budget**

**6/30/18 Audited UFB: \$756,390**

**Assigned Fund Balance - Appropriated for Subsequent Years**

*Creation* – These funds represent fund balance that has been set aside for a particular purpose, namely to reduce the tax levy required to support an ensuing years budget or to pay for certain one-time or non-recurring expenditures.

*Purpose* – These funds are set aside and used to maintain a stable tax levy. A portion of the available fund balance may be used to balance the future year's proposed budget.

*Funding Methods* – These funds are fund balance that are assigned for a particular purpose.

*Use of Funds* – It is recommended that the practice of returning these funds continue each year if able. However, tighter budgets may restrict the amount of excess revenue available to be returned in a subsequent year as assigned fund balance. Usage of UFB must be guided by the District Fund Balance Policy #5512 (Appendix C)

*Monitoring of Balance* – The balance and use of these funds are monitored by the Superintendent.

*Funding Level* – Use of fund balance will be guided by District Fund Balance Policy #5512 as stated above.

**2015-16 Use of Funds: \$350,000**

**2016-17 Use of Funds: \$335,000**

**2017-18 Use of Funds: \$310,000**

**Planned Use of Funds 19-20: \$ TBD**

**2018-19 Use of Funds: \$400,000**



### Assigned Fund Balance – Reserve for Encumbrances

This reserve is created and utilized at the end of every school year to the amount necessary. It allows outstanding encumbrances remaining at the end of a school year to be carried over to the next school year. No Board authorization is necessary to fund, spend from, or close this reserve. Encumbrances represent only bona fide obligations from the prior school year and therefore must be paid for using revenue from the prior school year.

### Debt Service Fund

Creation- This fund was created by Board resolution on December 15, 2010.

Purpose/Funding Methods- The Debt Service Fund is comprised of excess funds from previous projects involving borrowing and may contain unanticipated revenue, interest, and EXCEL aid. The Debt Service Fund must be used to record payments of principal and interest on capital debt associated with the source of the revenue in the fund. The use of this fund by school districts is optional except where a mandatory reserve for debt service is required as a result of having sold school property on which there is outstanding debt, or where unexpended proceeds of borrowings, earned interest, bond premium, or accrued interest are being retained to offset future payments on principal and interest. (NYSED Budget Handbook 2009)

Use of Funds- These funds must be used to offset debt service payments directly related to the sale of District property or used to help offset debt service payments to the initial source of the funds.

Monitoring of Balance- These funds are monitored by the Superintendent and Treasurer.

Funding Level- No pre-established funding level. Amount of funding is based on the requirement of the specific funds to be placed in reserve for the established purpose.

**9/30/16 Debt Service Fund Actual Balance: \$216,349.00**

**9/30/17 Debt Service Fund Actual Balance: \$205,578.41**

**9/30/18 Debt Service Fund Actual Balance: \$194,829.81**

**Mandatory Reserve for Debt Service: Due to sale of the Curtiss Elementary School Building**

Upon the sale of district property that is financed by obligations which remain outstanding at the time of sale, a reserve must be established for the purpose of retiring the outstanding obligations. The funding of the reserve is from the proceeds of the sale of district property. This reserve is accounted in the Debt Service Fund.

**9/30/16 Mandatory Reserve for Debt Service Balance: \$39,792.00**

**9/30/17 Mandatory Reserve for Debt Service Balance: \$28,435.22**

**9/30/18 Mandatory Reserve for Debt Service Balance: \$22,755.82**

**See Appendix B for planned schedule of use for both funds above.**



Watertown Office Park  
 1099 Jay Street  
 Bldg. F. 2nd Floor  
 Rochester, NY 14611

## Services Agreement Reinstatement

**Name of Employer:** Hammondsport Central School District

The Services Agreement for the fiscal year Jul 1, 2018 – Jun 30, 2019 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2019 - Jun 30, 2020 with the following fee schedule below:

### FEE SCHEDULE FOR 2019-2020 YEAR

**Billing Option:** Preferred Provider Program (P3) - Exclusive

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1500	\$1500
<u>Non-P3 Service Provider 403(b)*</u>	0	\$36	\$0
<u>457(b) Accounts</u>	0	\$0	Included
<b><u>Total 2019-2020</u></b>			<b>\$ 1500</b>

*\*Includes 403(b) ROTH Accounts if allowed*

**EMPLOYER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OMNI FINANCIAL GROUP, INC. d/b/a U.S. OMNI

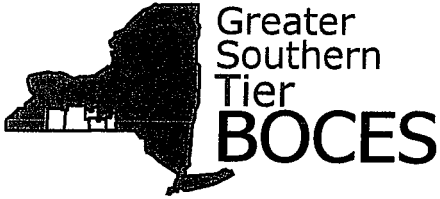
Name: Robert F. McLean

By: Robert F. McLean, President

Date: May 24, 2019

PLEASE RETURN A SIGNED COPY BY JULY 1, 2019

NY-1193



*innovation in creating student success  
through cooperative services*



**THIS AGREEMENT** made this 1<sup>st</sup> day of July 2019 by and between the Board of Cooperative Educational Services for the Sole Supervisory District of Schuyler-Steuben-Chemung-Tioga-Allegany County, party of the first part, and **Hammondsport Central School District**, party of the second part.

**WITNESSETH**, that whereas party of the first part has been duly authorized to provide the approved services listed on the attached contract for services and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

**NOW, THEREFORE**, the said party of the first part hereby agrees to provide to the party of the second part the following services listed on the attached contract for services during the school year 2019-2020 at the cost indicated on the attached contract for services.

I certify that the foregoing resolution was duly adopted by the Board of Education of the Participant named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: \_\_\_\_\_

Vote: Yes \_\_\_\_\_ No \_\_\_\_\_ Abstaining/Absent \_\_\_\_\_

\_\_\_\_\_  
Clerk of Board of Education

\_\_\_\_\_  
Date

**Greater Southern Tier Board of Cooperative Educational Services**

*Serving Schuyler, Steuben, Chemung, Tioga and Allegany Counties*

**Rush Campus:** 459 Philo Road, Elmira, NY 14903 • Phone: 607-739-3581

**GREATER SOUTHERN TIER BOCES**  
9579 VOCATIONAL DRIVE  
PAINTED POST, NY 14870

**Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2019 by and between the GREATER SOUTHERN TIER BOCES, party of the first part, and HAMMONDSPORT CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2019-20 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis					
Blank SchoolCd field.									
001.000	ADMINISTRATION	1.5100	0.0000	RWADA %	126,378.00	126,378.00	0.00	126,378.00	
002.000	RENTAL OF FACILITIES	1.5100	0.0000	RWADA %	12,115.00	12,115.00	0.00	12,115.00	
002.010	TRANSFER TO CAPITAL FUND	1.5100	0.0000	RWADA %	27,180.00	27,180.00	0.00	27,180.00	
002.020	DEBT SERVICE - EPC	1.5100	0.0000	RWADA %	10,603.00	10,603.00	0.00	10,603.00	
101.000	CAREER AND TECHNICAL EDUCATION	0.0000	0.0000	% OF AVG ENROLL	145,667.00	145,667.00	0.00	145,667.00	
203.220	S/P 1:12:1-ACADEMIC DELAY	2.0000	22,484.0000	ACTUAL FTE	0.00	44,968.00	0.00	44,968.00	
203.234	S/P 1:12:1-AD- RS CNSL	0.0000	0.0000	RATE/IND&GRP	3,000.00	3,000.00	0.00	3,000.00	
209.000	S/P 1:8:1	4.0000	34,366.0000	ACTUAL FTE	0.00	137,464.00	0.00	137,464.00	
209.725	S/P 1:8:1 RS OT	0.0000	0.0000	RATE/IND&GRP	5,920.00	5,920.00	0.00	5,920.00	
209.729	S/P 1:8:1 RS SPEECH	0.0000	0.0000	RATE/IND&GRP	4,040.00	4,040.00	0.00	4,040.00	
209.732	S/P 1:8:1 RS 1:1 AIDE	1.0000	42,944.0000	RATE/IND&GRP	0.00	42,944.00	0.00	42,944.00	
209.734	S/P 1:8:1 RS COUNSELING	0.0000	0.0000	RATE/IND&GRP	31,640.00	31,640.00	0.00	31,640.00	
216.214	S/P 1:6:1-ED HOST SITES	1.0000	41,294.0000	ACTUAL FTE	0.00	41,294.00	0.00	41,294.00	
216.217	S/P 1:6:1-AUTISM	1.0000	34,834.0000	ACTUAL FTE	0.00	34,834.00	0.00	34,834.00	
216.729	S/P 1:6:1-AUTISM RS SPEECH	0.0000	0.0000	RATE/IND&GRP	8,080.00	8,080.00	0.00	8,080.00	
313.000	ITINERANT INTERP FOR DEAF	1.0000	73,868.0000	POOL % FTE REQ	0.00	73,868.00	0.00	73,868.00	
327.000	ITINERANT TEACHER OF THE DEAF	0.2000	111,494.0000	POOL % FTE REQ	0.20	22,299.00	0.00	22,299.00	
331.000	ITINERANT CONSULTANT TEACHER	0.2000	111,428.0000	POOL % FTE REQ	0.40	22,286.00	0.00	22,286.00	

**GREATER SOUTHERN TIER BOCES**  
9579 VOCATIONAL DRIVE  
PAINTED POST, NY 14870

**Contract for Cooperative Educational Services**

**GREATER SOUTHERN TIER BOCES**  
**HAMMONDSPOORT CSD**  
School Year 2019-20

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	JULY 1 st #'s				
403.003	ALT ED - SECONDARY(MODEL A)	0.0000	0.0000	0.0000	0.0000	43,839.00	0.00	43,839.00	
409.000	ACADEMIC PRGS-DETENTION	1.0000	8,008.0000	PUPIL DAYS SVC	0.00	8,008.00	0.00	8,008.00	
412.000	ADV PLCMT-ACE	0.0000	0.0000	BASED # ST ENR	585.00	585.00	0.00	585.00	
415.000	SUMMER SCHOOL-SECONDARY	0.0000	0.0000	PER COURSE REG	14,500.00	14,500.00	0.00	14,500.00	
507.000	INTER SCHLSTIC SPORTS COORD-V	0.0000	0.0000	FLAT RATE	830.00	830.00	0.00	830.00	
508.000	LIBRARY SERVICE/MEDIA (BASE)	1.0000	3,795.0000	PER DISTRICT	0.00	3,795.00	0.00	3,795.00	
508.001	LIBRY SVC-DATABASES	0.0000	0.0000	AS USED	5,674.00	5,674.00	0.00	5,674.00	
511.000	PRINTING	0.0000	0.0000	LABOR 3 YR AVG	7,017.00	7,017.00	0.00	7,017.00	
511.005	PRINTING - COURIER	3.0000	1,128.0000	# DAYS & STOPS	0.00	3,384.00	0.00	3,384.00	
513.000	LIBRARY AUTOMATION (BASE)	2.0000	3,259.0000	PER LIBRARY	0.00	6,518.00	0.00	6,518.00	
513.001	LIBRARY AUTOMATION-DIST SPECIFIC	0.0000	0.0000	DIST SPECIFIC	800.00	800.00	0.00	800.00	
513.002	LIBRARY AUTOMATION-MANDARIN	0.0000	0.0000	DIST SPECIFIC	1,360.00	1,360.00	0.00	1,360.00	
514.000	EXTRA CURR COORD ACADEMIC ALL STARS	1.0000	918.0000	FLAT FEE/DISTR	0.00	918.00	0.00	918.00	
516.000	PLANNING/INSTR-GRANT WRITING	0.0000	0.0000	FTE REQUESTED	10,176.00	10,176.00	0.00	10,176.00	
518.000	COORDINATOR OF HOME INSTRUCTION	15.0000	103.0000	PER STUDENT FEE	0.00	1,545.00	0.00	1,545.00	
520.000	COMPREHENSIVE SUPPORT SERVICES	0.2000	67,530.0000	% PARTICIPATION	0.00	13,506.00	0.00	13,506.00	
528.000	IND-ED ACT COOR-CDC	444.0000	19.8850	BEDS ENROLL	0.06	8,829.00	0.00	8,829.00	
537.000	SCH CURR-BASE	0.0000	0.0000	RWADA %	2,349.00	2,349.00	0.00	2,349.00	
537.001	SCH CURR-WORKSHOPS	0.0000	0.0000	MAY 1st #'s	1,000.00	1,000.00	0.00	1,000.00	
537.002	SCH CURR-DATA ANALYSIS	0.0000	0.0000	PER BUILDING	7,250.00	7,250.00	0.00	7,250.00	
537.003	SCH CURR-LEADERSHIP	0.0000	0.0000	PER DISTRICT	1,000.00	1,000.00	0.00	1,000.00	
537.007	SCH CURR-SUPT RETREAT	0.0000	0.0000	PER DISTRICT	300.00	300.00	0.00	300.00	
537.008	SCH CURR-NYSCOSS	0.0000	0.0000	PER DISTRICT	110.00	110.00	0.00	110.00	

**GREATER SOUTHERN TIER BOCES**  
9579 VOCATIONAL DRIVE  
PAINTED POST, NY 14870

**Contract for Cooperative Educational Services**

**GREATER SOUTHERN TIER BOCES**  
**HAMMONDSPORT CSD**  
School Year 2019-20

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit				
537.010	SCH CURR-NETWORK TEAMS	2.0000	1,000.0000	PER BUILDING		0.00	2,000.00	2,000.00	
537.012	SCH CURR-REGIONAL SCORING	0.0000	0.0000	PER BUILDING		3,500.00	3,500.00	3,500.00	
550.591	COMPUTER SVC, INSTR W/ ERIE 1 BOCES	0.0000	0.0000	X-CONTRACT		38,169.00	38,169.00	38,169.00	
555.591	MODEL SCHOOLS W/ ERIE 1 BOCES	0.0000	0.0000	X-CONTRACT		4,100.00	4,100.00	4,100.00	
569.495	INTER-SCHOL COOR-W/ WFL BOCES	0.0000	0.0000	X-CONTRACT		2,553.00	2,553.00	2,553.00	
602.001	HLTH COORD-STEUBEN PLAN	179.0000	67.4900	FEE/ENROLLEE		0.29	12,081.00	12,081.00	
602.002	WORKERS COMP COORD	1.0000	2,967.0000	FLAT RATE		0.00	2,967.00	2,967.00	
605.008	CSC-ON-LINE/DIST SPEC	0.0000	0.0000	DIST REQUESTS		5,874.00	5,874.00	5,874.00	
605.009	CSC-DOC IMAGING	0.0000	0.0000	RWADA %		4,030.00	4,030.00	4,030.00	
605.011	CSC-STUDENT MGT SYS-DIST SPEC	0.0000	0.0000	DIST REQUESTS		250.00	250.00	250.00	
605.012	CSC-FINANCIAL	0.0000	0.0000	PER TRANSACT		21,073.00	21,073.00	21,073.00	
605.016	CSC-TEST SCORING-DIST SPEC	0.0000	0.0000	DIST REQUESTS		4,000.00	4,000.00	4,000.00	
605.021	CSC-CAFETERIA POS-BASE	0.0000	0.0000	BEDS ENROLL		2,092.00	2,092.00	2,092.00	
605.022	CSC-CAFETERIA POS-DIST SPEC	0.0000	0.0000	DIST REQUESTS		495.00	495.00	495.00	
605.024	CSC-MEDICAID REIMBURSEMENT	0.0000	0.0000	BEDS ENROLL		3,492.00	3,492.00	3,492.00	
605.030	CSC-ENHANCED MEDICAID COORDINATION	0.0000	0.0000	BEDS ENROLL		4,092.00	4,092.00	4,092.00	
608.000	NEGOTIATIONS (LABOR RELATIONS)	0.0000	0.0000	FLAT RATE+ # EM		19,738.00	19,738.00	19,738.00	
609.000	SAFETY/RISK MGT-BASE	0.0000	0.0000	FLAT RATE		1,500.00	1,500.00	1,500.00	
609.002	SAFETY/RISK MGT-TRAINING	0.0000	0.0000	# DIST EMPL		1,911.00	1,911.00	1,911.00	
609.003	SAFETY/RISK MGT-OPTION A TESTING	0.0000	0.0000	FLAT RATE		3,000.00	3,000.00	3,000.00	
609.004	SAFETY/RISK MGT-ASBESTOS SERVICE	0.0000	0.0000	SQ FOOTAGE		1,252.00	1,252.00	1,252.00	
609.005	SAFETY/RISK MGT-FIRE/STRUCT INSPECT	0.0000	0.0000	SQ FOOTAGE		1,089.00	1,089.00	1,089.00	
609.007	SAFETY/RISK MGT-NAVIGATE	0.0000	0.0000	PER SITE		1,000.00	1,000.00	1,000.00	
612.000	CBO-BASE	0.0000	0.0000	RWADA %		82,191.00	82,191.00	82,191.00	
612.001	CBO-DISTRICT SPECIFIC NON-AIDABLE	0.0000	0.0000	DIST REQUESTS		750.00	750.00	750.00	
615.592	PLNG SVCS MGMT (ST AID) W/QUESTAR	0.0000	0.0000	X-CONTRACT		3,280.00	3,280.00	3,280.00	

**GREATER SOUTHERN TIER BOCES**  
9579 VOCATIONAL DRIVE  
PAINTED POST, NY 14870

**Contract for Cooperative Educational Services**

**GREATER SOUTHERN TIER BOCES**  
**HAMMONDSPORT CSD**  
School Year 2019-20

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
617.000	SCHOOL FOOD MANAGEMENT: CENTRAL	0.0000	0.0000	FTE OF LABOR	41,100.00	41,100.00	0.00	41,100.00
618.000	GASB-75 PLANNING AND VALUATION SERV	0.0000	0.0000	FLAT FEE/CONTR	8,875.00	8,875.00	0.00	8,875.00
623.000	COOP AD/RECRUITING-BASE	0.0000	0.0000	% FTE ON PARTIC	540.00	540.00	0.00	540.00
623.001	COOP AD/RECRUITING-DIST SPEC	0.0000	0.0000	FLAT FEE	1,460.00	1,460.00	0.00	1,460.00
624.000	STAFF DEV: BOARD OF ED	1.0000	1,000.0000	PER DIST/BOARD	0.00	1,000.00	0.00	1,000.00
629.591	COMPUTER SERVICE:MGMT W/ ERIE 1 BOC	0.0000	0.0000	X-CONTRACT	202,604.00	202,604.00	0.00	202,604.00
638.495	COOP BIDNG COORD(ENERGY)WWFL	0.0000	0.0000	X-CONTRACT	1,390.00	1,390.00	0.00	1,390.00
659.591	POLICY MANUAL SERVICE-ERIE 1	0.0000	0.0000	X-CONTRACT	1,350.00	1,350.00	0.00	1,350.00
837.020	SUMMER SCHOOL MULTI OPT	3.0000	4,732.0000	FTE	0.00	14,196.00	0.00	14,196.00
837.120	SUMMER SCHOOL MULTI OPT 1:1 AIDES	1.0000	2,850.0000		0.00	2,850.00	0.00	2,850.00
<b>Subtotal -Blank Sort Code</b>						<b>1,439,717.00</b>	<b>0.00</b>	<b>1,439,717.00</b>



**GREATER SOUTHERN TIER BOCES  
9579 VOCATIONAL DRIVE  
PAINTED POST, NY 14870**

GREATER SOUTHERN TIER BOCES  
HAMMONDSPORT CSD  
School Year 2019-20

**Summary:**

<u>Total of Service Costs - All Funds:</u>	1,263,441.00	(Except 001/002)
<u>Capital Costs:</u>	49,898.00	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	126,378.00	(CoSer 001)
<u>Total Contract Costs:</u>	1,439,717.00	

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:  
January 1, February 1, March 1, April 1, May 1, June 15

This contract shall not be valid or binding until it is approved by the Commissioner of Education.  
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Signature, President and/or Clerk, BOCES	GREATER SOUTHERN TIER BOCES	9579 VOCATIONAL DRIVE, PAINTED POST, NY, 14870
	(Party of the First Part)	( Post Office Address)

Signature, President and/or Clerk, Board of Education (As Authorized)	HAMMONDSPORT CSD	PO BOX 368, HAMMONDSPORT, NY, 14840
	(Party of the Second Part)	( Post Office Address)

## AGREEMENT

**THIS AGREEMENT** made effective the 1<sup>st</sup> day of September, 2019 by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Sheriff's Office Department, herein after called the "County", and **Hammondsport Central School**, a Central School District, with an address of Main Street, PO Box 368, Hammondsport, NY 14840, hereinafter called the "Agent."

### WITNESSETH:

WHEREAS, the County has sought to procure financial support for School Resource Officer (SRO); and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** The County shall provide District with a qualified SRO. The SRO will only work during the school year and will be assigned only to the District. The SRO will provide the District with security; attend Superintendent hearings with students; provide education on bullying and drugs/alcohol use; and perform such other tasks as assigned by the Sheriff. The SRO will help oversee the environments both inside and outside the school. The SRO will be a resource for the student population to report things that shouldn't be going on, either in school, outside school and/or at home. All SRO reports will be filed with the District and the County.
2. **TERM.** The term shall be September 1, 2019 through June 30, 2020.
3. **CONSIDERATION.** Consideration shall not exceed \$29,900. This amount only covers 180 days of work and includes 5.5% for workers' compensation and 7.65% for FICA/medicare. In addition to the aforementioned consideration, additionally, new or replacement uniform(s) and/or equipment items will be paid by the District to the County or the County vendor as needed by the SRO.
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available

upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF STEUBEN

AGENT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

James K. Rossick  
(Deputy) County Attorney

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On this \_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned, personally appeared James Allard to me known, who being by me duly sworn, did depose and say that he/she resides in Corning, New York; that he/she is the Sheriff of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# Appendix A

## STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

## APPENDIX B

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Sheriff's Office department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that

could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

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Agency Signature

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Print name

---

Title

---

Date





Corning Community College

**Katherine P. Douglas**

*President*

1 Academic Drive

Corning, NY 14830

T: 607.962.9232 F: 607.962.9485

president@corning-cc.edu ♦ corning-cc.edu

May 28, 2019

Kyle Bower, Superintendent  
Hammondsport  
8272 Main Street  
Hammondsport, NY 14840

Dear Superintendent Bower:

In the New York State FY'20 budget, the Legislature requires that college-credit bearing courses taught in high schools by high school faculty are to be offered tuition-free. As a result, SUNY Corning Community College's (SUNY CCC) Accelerated College Enrollment (ACE) courses will no longer charge students tuition beginning with the Fall 2019 semester. Because of that mandated policy change, SUNY CCC will no longer be participating in revenue sharing with the 43 participating high schools in our ACE program.

Enclosed you will find a new ACE contract, which includes these changes. You will find the 2019-2020 contract continues to include SUNY CCC-sponsored professional development for ACE instructors. We are invested in working with your faculty to provide a clear path to certification to teach ACE courses in your high school, including renewed opportunities this summer for new faculty certifications.

The SUNY CCC Regional Board of Trustees (RBOT) will formally approve the FY'20 budget in June. As we have been working closely with RBOT's Finance & Facilities Committee, that budget includes the fiscal changes resulting from the new NYS policy related to our ACE courses.

A policy of tuition-free college coursework is gaining momentum not only in New York but also across the nation. SUNY CCC is excited to continue our partnership with you as part of the tuition free college movement here in New York.

Please contact me with any clarifying questions you may have and expect more communication from our ACE office as these changes are implemented this fall.

Sincerely,

Katherine P. Douglas, Ed.D.  
President

Learning Transforms Lives

## SUNY Corning Community College

### AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between SUNY Corning Community College, a New York State educational institution, having its principal offices and place of business at One Academic Drive, Corning, New York 14830, hereinafter referred to as the "College", and Hammondspport, a state educational institution, having its principal offices and place of business at 8272 Main Street, Hammondspport NY 14840, hereinafter referred to as the "District".

### WITNESSETH

WHEREAS, the College desires to engage the services of the District to provide instructional services for the College's Accelerated College Enrollment (ACE) program, hereinafter referred to as the "Program", and whereas, the Program is consistent with the purposes and goals of the College;

NOW, THEREFORE, the College and the District do hereby agree as follows:

1. The curriculum for Program courses will follow the College's course curriculum, as approved by the College's Office of the Provost and in keeping with New York State Education Department requirements. The College's Office of the Provost liaisons to work with District faculty to maintain standards.
2. The District will search for and hire its own faculty for all Program courses. District faculty will be approved by the College's Office of the Provost. The District will provide all materials, textbooks and supplies as required by the Program.
3. Tuition for all students in the Program shall be free. Non-resident students shall pay a non-resident fee of \$130. All Program students will have those fees normally associated with College enrollment waived.
4. The College will maintain a professional development fund for faculty development activities.
5. The District will deliver to the College a roster of students, by course, prior to the start date of each course. Such roster will include the student's name, permanent address, date of birth, phone number and social security number. The district will also deliver to the College the county's requirements for establishing New York State residency for each student. This requirement may be either a certificate of residency for each student or a superintendent's certification of a list of resident students.
6. Program students will be subject to all rules and regulations expressed in the College's catalog, including but not limited to those concerned with discipline and academic standards of progress, as well as all applicable District rules and regulations.
7. The District agrees to pay all debts for labor and/or materials contracted by it, if any, and for the rental of any appliance or equipment hired by it, if any, for and on account of the services to be performed hereunder.
8. The District shall assume the defense of and hold the College and its officers, directors, agents and employees harmless from all suits, claims, damages, loss, liability, injuries or expense (including reasonable attorneys' fees) against each or any of them resulting from or arising out of any act or omission of the District, or anyone directly or indirectly liable, unless due to the willful or negligent act of the College, its officers or employees. The District will issue a Certificate of Insurance naming the College as an additional insured under its policies.

9. The District and the College will include this Program in all appropriate advertising and publications.
10. Students will be admitted to the Program only if they meet the requirements of both the College and the District.
11. Either party may terminate this agreement by giving written notice of intent to do so. Such notice shall cause the enrollment of students into the Program to cease, but in no way shall impede or prevent the progress of students already enrolled.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
District: Hammondsport

By: \_\_\_\_\_  
Superintendent  
Kyle Bower

SUNY Corning Community College

By: \_\_\_\_\_  
Provost

By: \_\_\_\_\_  
V. P. of Administrative Services



6597 Joy Road · East Syracuse, NY 13057  
 ph (315)622-1313 · fax (315)622-2900  
 www.nagleathletic.com

Quality. Service. Value. It's what we do.

**PROPOSAL**



*Additional track work needed.*

**Proposal #** P-003924-3

**Proposal Submitted To:**

Kevin Clark

**At:**

Campus Construction Management

**Street:**

1241 Pittsford-Victor Road, Suite 104

**City, State and Zip Code:**

Pittsford, NY 14534

**Phone and Fax Number:**

(585) 545 - 6567 / (585) 381 - 0206

**Date of Proposal:**

06/11/2019

**Name of Job:**

Hammondsport CSD CO1

**Location of Job:**

Hammondsport High School

Furnish all materials, labor and insurance to install the following:

**Main Oval Work:**

- Mill out approximately 100 lf of cracks 2' wide, spoil millings off site
- Fine grade existing subbase materials
- Furnish and install 2.5" type 3 binder, 1.5" type 7 top

**Cost for Main Oval Work = \$5,170.00**

**High Jump:**

- Remove all existing asphalt
- Furnish and install screened type 4 to provide positive drainage toward perimeter drain
- Furnish and install 2.5" type 3 binder, 1.5" type 7 top

**Cost for High Jump Work = \$25,932.50**

**Long Jump:**

- Remove existing blocks
- Furnish and install type 3 binder where blocks were removed

*Total to be paid from  
 Capital Fund  
 \$ 46,034.50*

**Proposal #** P-003924-3

Overlay existing asphalt 1.5" type 7 top

***Cost for Long Jump Work \$13,062.50***

**Inline Drains**

Furnish and install 7 new inline drains to replace drains broken by owner's lawn mower

***Cost for New Inline Drains \$1,870.00***

We propose performing the work as described above and as qualified below. We appreciate the opportunity to provide this pricing and thank you for considering our company for the project. Please refer to our list of exclusions and qualifications following the signature line that also form a part of this proposal. If you have any questions or require additional information, please contact me.

\*\*\* Paving prices are based on published NYSDOT Asphalt Escalator Index as of the date of the bid. Contract price for asphalt paving shall be adjusted based on the published Index at time of installation.

***Our Price Excludes the Following:***

**Any Work Not Specifically Included**

Bonding, Fees, Permits, Sales & Use Taxes, Testing, Special Inspections, Site Access Control, and Security

Overtime, Liquidated Damages

Temporary Facilities, Utilities, and Services; Dumpsters and Recycling Containers

Temporary and Permanent Signage, Site Lighting, Scoreboards, Utility Pole Installation or Relocation

Location, Installation, Exposure, Protection, Alteration, Removal, Replacement, or Relocation of Utilities

Temporary and Permanent Fencing, Green Screens

Protection of Subgrade, Base Materials, and Blacktop against Other Trades or Construction Traffic

Repair and/or Replacement of Existing Roads, Parking Lots, and Other Facilities to Remain

Subsurface Investigations / Digs – Private Utility Markout

Material, Fuel, and Labor Price Escalations (Fuel Costs based on \$4.25/Gal Maximum)

***Qualifications:***

Our proposal is based on continuous operation from beginning to end of our part of the work, unless a phased operation is clearly specified, in which case each phase shall be continuous.

Compaction testing is excluded from this proposal. Regarding projects requiring a minimum density for asphalt or stone, please note that we cannot guarantee density unless we agree to it explicitly in this proposal,

In areas where less than 1% pitch exists, we cannot guarantee against puddling.

Site soils are considered fully processed as removed from their naturally occurring position. Crushing, screening, and additional material handling are excluded.

Fuel & asphalt escalation adjustments shall be applied per NYSDOT monthly engineering bulletins as they vary from bid date to installation date.

For projects requiring excavation of more than 6", we will contact "UFPO – Underground Facilities Protective Organization" to mark the locations of existing utility lines. The Owner or Owner's Representative shall be responsible for marking any private lines outside "UFPO's" scope and informing Edger Enterprises of their presence and marked location.

**SALES TAX NOT INCLUDED IN PRICE - TAX EXEMPT**

We Propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of :

Payment to be made as follows:

**Payment terms as per approved contract**

Proposal submitted by Serge Silva and is valid for 60 days.

Conditions:

Acceptance of our bid and price by Contractor/Owner shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Contractor's/Owner's agreement herewith shall be evidenced by Nagle Athletic Surfaces commencement of work for project.

Nagle Athletic Surfaces, Inc. is not responsible for the layout and establishment of grades as done by others. Nagle Athletic Surfaces, Inc. accepts no responsibility for improper design or engineering.

This proposal is based on the payment of prevailing wage rates if applicable, to Nagle Athletic Surfaces, Inc. personnel. Any union labor required due to the general contractors contractual union agreements, project labor agreements and or specific apprenticeship requirements will be provided at no cost to Nagle Athletic Surfaces, Inc.

The Contractor/Owner will cooperate with Nagle Athletic Surfaces to avoid scheduling conflicts or interference with Nagle Athletic Surfaces' work. The project schedule, and any modification of that schedule, shall allow the Nagle Athletic Surfaces reasonable time, as outlined in the proposal, to complete Nagle Athletic Surfaces' work in an efficient manner. Contractor/Owner will provide Nagle Athletic Surfaces a complete initial project schedule, as well as any subsequent revisions, outlining all phases of work for project.

If there is a change in the project schedule, or if there is any delay not caused by Nagle Athletic Surfaces, Nagle Athletic Surfaces will be entitled to reimbursement for any increased costs of materials and for any increased cost of labor, including overtime. Nagle Athletic Surfaces' entitlement to increased costs is not limited to the amounts that the Contractor may receive from the Owner under the prime contract.

Nagle Athletic Surfaces will not be required to commence or continue work until the project site is in an adequate condition, as outlined in the proposal and/or as outlined in the architectural specifications, for this work to begin. If the project site is not in an adequate condition for Nagle Athletic Surfaces to start work, that is a delay under the terms of this contract. Any and all resulting liquidated damages and claims against Nagle Athletic Surfaces shall be waived for said delays.

Nagle Athletic Surfaces' completion of its scope of work is dependent of weather conditions. Nagle Athletic Surfaces will suspend work on the project if any of the following weather conditions exist: 1) rain, 2) Temperatures below manufacturer's specifications or 3) high winds. The schedule shall be extended by the exact duration of any and all weather related suspensions of work. Any and all liquidated damages or claims shall be waived due to any delays caused by weather related suspensions of work.

The Contractor/Owner may make no claim for liquidated or actual damages caused by Nagle Athletic Surfaces' delay beyond the money which the Contractor /Owner has to pay for that delay under the terms of the contract.

Any indemnification or hold harmless obligation of Nagle Athletic Surfaces to the Contractor/Owner will extend only to claims relating to property damage or bodily injury, and only to the extent that the property damage or bodily injury was caused by the negligence or intentional act of Nagle Athletic Surfaces, its employees, or its subcontractors.

No back charge by the Contractor/Owner will be valid unless Nagle Athletic Surfaces has been given written notice of the Contractor's/Owner's claim, has been allowed reasonable time to correct any deficiency, and has failed to do so. Further, any back charge will not exceed an amount reasonably calculated to cover the cost of the anticipated liability or claim. All remaining amounts due Nagle Athletic Surfaces will be promptly paid.

The Contractor/Owner is liable to Nagle Athletic Surfaces for any expenses incurred by Nagle Athletic Surfaces in enforcing the terms of this addendum, including, but not limited to, reasonable interest and attorney fees.

Nagle Athletic Surfaces, Inc. agrees to procure and maintain the following insurance coverage:

- (a) Commercial general Liability insurance, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising,
- (b) Commercial auto insuring all vehicles used by Nagle Athletic Surfaces, Inc. (including all owned, hired and non-owned vehicles), and
- (c) Worker's compensation with statutory limits and a waiver of subrogation in favor of owner/contractor, and Employer's Liability with limits not less than \$500,000 each accident and Disease - Each Employee.
- (d) Umbrella coverage, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, having \$10,000 self-insured retention

Evidence of such coverage, in the form of a Certificate of Insurance and providing for thirty (30) days notice prior to cancellation. Pricing includes blanket endorsement for additional insureds. Additional fees will apply if endorsement specifically listing additional insureds by name is required.

**ACCEPTANCE OF PROPOSAL**- *The above prices, specifications and conditions enclosed herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as enclosed herein.*

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Rev. 2 15 19

*This proposal may be withdrawn by us if not accepted within 60 days*

**Proposal # P-003924-3**

# HAMMONDSPORT

Central School District

8272 Main Street Hammondsport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

## **Resolution to Authorize Appropriate / Expend Monies From the 2016 Repair Reserve Fund Due to Emergency Circumstances**

**6/19/2019 BE IT RESOLVED**, in accordance with Section 6-d of the General Municipal Law, that the Board of Education of the Hammondsport Central School District hereby finds that emergency circumstances exist due to the District athletic track and field facility on the Main Street campus needing repair/replacement and hereby authorizes and directs the appropriation of two hundred ninety-nine thousand, one hundred and one dollars (\$299,101) from the 2016 Repair Reserve Fund established on May 17, 2016, and funded by the voters on May 17, 2016 to pay for the unanticipated, non-annual cost of repairing the athletic track and field facility located on the Main Street campus; and

**BE IT FURTHER RESOLVED**, that the Board is aware of the time limits within which such monies expended from the reserve fund must be repaid to the fund; and

**BE IT FURTHER RESOLVED**, that the Superintendent of Schools is hereby authorized to take any and all action necessary to effectuate the expenditure and repayment, as described herein.

BOARD OF EDUCATION

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett



## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into \_\_\_\_\_, and is effective July 1, 2019 (the "Effective Date") by and between **Juventas Physical, Occupational, and Speech Therapy Services, PLLC** (the "Provider"), and **Hammondsport Central School District**, ("District,"), 8272 Main Street, Hammondsport, New York 14840, and herein collectively referred to as the "Parties" and each a "Party".

WHEREAS, the District is in need of physical, occupational, and speech therapy services and Provider is willing to supply those services to District; and

WHEREAS, the parties wish to outline their working relationship under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### 1. Scope of Engagement.

- a. Provider shall provide physical, occupational, and speech therapy services, both direct and indirect, (collectively, the "Services" and more specifically defined herein) for the District at the locations requested by the District from time to time.
- b. Provider and District shall in good faith mutually determine the dates and times that Provider is to provide the Services.
- c. Provider shall provide all Services in a competent and professional manner in accordance with the standards of professional practice, the policies, procedures, and guidelines of the District, and all applicable laws, rules, and regulations.
- d. At the District's expense, the District shall supply Provider with suitable working space for rendering Services consistent with Section 1(d), above. The physical space shall be appropriate for safe and confidential therapy services.
- e. At the Districts' expense, the District shall supply Provider with student-specific specialized equipment and supplies, as well as equipment related to "Response to Intervention" and "Adaptive Physical Education" programming. Provider will supply all other general therapy equipment and supplies.

### 2. Services.

- a. Direct Services include:
  - i. Physical, Occupational, and Speech Therapy services to students as identified through the Committee for Special Education ("CSE") process. These services include evaluation of and treatment and planning for gross-, fine-, sensory-, and visual-motor dysfunction.
  - ii. Provider participation in CSE meetings.
  - iii. Consultation and guidance regarding developmental motor function.
  - iv. Development and implementation of "Response to Intervention" motor skills training for District classrooms.

- v. Assistance with special education program planning.
  - vi. Consultation for development of adaptive physical education classes.
  - vii. Staff development for District employees on motor development, sensory integration and classroom strategies.
  - viii. Any other activity requiring direct interaction and physical presence of Provider.
- b. Indirect Services include:
- i. Preparation and implementation of individualized education plans (“IEP”) for students receiving direct services.
  - ii. Regular communication with District staff and student parents regarding student needs and services, as well as communicating the performance of students through progress reports, IEP documentation, phone calls and other media as appropriate.
  - iii. Maintenance of contemporaneous and accurate documentation of all individualized services, including progress monitoring of established goals, response to therapeutic interventions, and communication with District staff and parents.
  - iv. Timely and accurate documentation of individualized and group therapy sessions necessary for Medicaid reimbursement.

3. Professional Qualifications.

Provider hereby represents and warrants that all Services shall be provided by a physical therapist, physical therapist assistant, occupational therapist, or certified occupational therapist assistant, or speech-language pathologist duly licensed to practice in the State of New York for the benefit of the District and employed by Provider.

4. Term and Termination.

- a. This Agreement shall continue for thirty-six (36) months beginning on the Effective Date unless terminated in accordance with the following:
- b. Either Party may terminate this Agreement at any time, without cause, effective on sixty (60) days’ written notice to the other Party.
- c. Either Party may terminate this Agreement immediately by written notice upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of ten (10) days or such time period as is mutually agreed to by the Parties after receiving written notice of such breach.
- d. Provider may terminate this agreement upon 10 days notice if District fails to supply a minimum of 15 service units per week in any four week period or less than 45 service units in any yearly quarter.

- e. Termination of this Agreement for any reason shall immediately terminate Provider's obligations to provide Services to the District and terminate the District's obligation to compensate Provider for Services, save and except payment for Services provided through the date of such termination. The Parties' rights, obligations, warranties and representations shall survive termination of this Agreement.
- f. This Agreement will terminate automatically and immediately upon the death, permanent disability or mental incapacity of Provider.

5. Compensation.

- a. Provider shall submit bi-weekly billing statements for services provided. District shall reimburse Provider on a monthly basis for services rendered. Payment to be received not more than 30 days after a bill is submitted by Provider to District.
- b. The rate of compensation is \$65 per unit of service.
- c. One unit of service is 15-45 minutes for each session of direct services, as defined above. Individual CSE meetings will be billed as one unit each, up to 45 minutes.
- d. Any services rendered that are in addition to the direct and indirect services as defined above shall be billed at the rate of \$130 per hour. Provider will bill these additional services in 15 minute intervals.

6. Professional Liability Insurance.

Provider shall pay for and maintain in force professional liability insurance coverage insuring professional errors, omission, negligence, incompetence, and malfeasance for Services provided by pursuant to this Agreement with the limits of liability in the amount of \$1,000,000 for each occurrence, with a per annum aggregate limitation of \$3,000,000. Upon request, Provider shall provide the District with written evidence that such coverage is in full force and effect, and upon request Provider shall provide the District with a copy of any such policy. Each such policy shall (a) name the District as an additional insured, and (b) expressly provide that such policy shall not be terminated, cancelled, or modified absent at least thirty (30) days' prior, written notice from the insurance company to the District.

7. Confidentiality.

At all times during the Term of this Agreement, Provider agrees it shall comply with any and all local, state, and federal rules, regulations, and laws pertaining to the confidentiality of medical, personal, and other information, including without limitation HIPAA. Provider shall treat all matters and information related to the District's students, as confidential information belonging solely to the District, to be utilized by Provider solely as instructed by the District.

8. Relationship of the Parties.

- a. For purposes of this Agreement, Provider is and shall at all times be an independent contractor of the District.

- b. Provider agrees that, solely by virtue of this Agreement, it shall not, nor shall any person providing Services hereunder: (i) claim to be an employee of the District; (ii) request or claim entitlement to any employee benefit now or hereafter offered by the District to any of its employees; (iii) hold itself out to any person or entity as an employee of the District; or (iv) execute any agreement, document, or instrument in the name of or imposing a legal obligation on the District.
- c. No joint venture, partnership, franchise, employment, or any relationship, other than an independent contractor relationship, is created or is intended to be created by this Agreement or by any Party's full or partial performance of this Agreement.
- d. Provider, as an independent contractor, acknowledges and agrees that it is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any nature, including, but not limited to, workers' compensation insurance, applicable to Provider and/or any of the Services.
- e. Provider shall indemnify, defend, and hold harmless the District and its, employees, and authorized agents from any and all claims, damages, liability, expenses (including without limitation reasonable attorneys' fees) arising with respect to any breach by District of this Agreement or any provision, warranty, or representation made of Provider in this Agreement.

9. Miscellaneous.

- a. This Agreement shall be subject to and governed by the laws of the State of New York, without giving effect to provisions or procedures regarding conflicts of laws.
- b. In the event any provision hereof is held void or unenforceable by any court of competent jurisdiction, then such provision shall be deemed severed from this Agreement and shall not affect the remaining provisions hereof.
- c. This Agreement is the entire agreement among the Parties, and, when executed by the parties hereto, supersedes all prior agreements, understandings and communications, either verbal or in writing, among the Parties hereto with respect to the subject matter contained herein.
- d. Any amendment or variation of this Agreement must be in writing and duly signed by the Parties hereto in order to be of any effect.
- e. Any failure by a Party to comply with any obligation, agreement or condition herein may be expressly waived in writing by the other Party, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any such subsequent or other failure.
- f. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement as of the date first above-written.

District:

Hammondsport Central School District

By:

\_\_\_\_\_  
Kyle Bower, Superintendent

Provider:

Juventas Physical, Occupational, and Speech Therapy Services, PLLC

By:

\_\_\_\_\_  
Carrie E. VanSlyke, Managing Partner

To: Kyle Bower  
From: Sheri Frail  
RE: Summer Foodservice  
Date: 6/7/19

I would like to recommend Diane Morlan for the Summer Food Service Helper position. Ms. Morlan has worked for the past 4 years in the summer program and has done a great job. The summer program runs at the fireman's pavilion from 7/8-8/8 and the VBS at the Methodist church runs from 8/12-8/16/19.

Thank you for your consideration,

Sheri Frail Food Service Manager  
GST BOCES c/o Hammondspport CSD  
(607) 569-5200 ext. 5263

To: Kyle Bower  
From: Sheri Frail  
RE: Summer Foodservice  
Date: 6/7/19

I would like to recommend Kimberly Miller for the Summer Food Service Helper position. Ms. Miller has worked for the past 4 years in the summer program and has done a good job. The summer program runs at the fireman's pavilion from 7/8-8/8 and the VBS at the Methodist church runs from 8/12-8/16/19.

Thank you for your consideration,

Sheri Frail Food Service Manager  
GST BOCES c/o Hammondsport CSD  
(607) 569-5200 ext. 5263

To: Kyle Bower  
From: Sheri Frail  
RE: Summer Foodservice  
Date: 6/7/19

I would like to recommend Theresa Hoerter for the Summer Food Service Substitute position. Ms. Hoerter has worked in the kitchen for this school year. The summer program runs at the fireman's pavilion from 7/8-8/8 and the VBS at the Methodist church runs from 8/12-8/16/19.

Thank you for your consideration,

Sheri Frail Food Service Manager  
GST BOCES c/o Hammondsport CSD  
(607) 569-5200 ext. 5263





To: Kyle Bower  
From: Sheri Frail  
RE: Summer Foodservice  
Date: 6/7/19

I would like to recommend Kayla Curry for the Summer Food Service Substitute position. Ms. Curry has worked in the kitchen for this school year. The summer program runs at the fireman's pavilion from 7/8-8/8 and the VBS at the Methodist church runs from 8/12-8/16/19.

Thank you for your consideration,

Sheri Frail Food Service Manager  
GST BOCES c/o Hammondsport CSD  
(607) 569-5200 ext. 5263

6/11/19

(12)

## Hammondsport Central School Recommendation for Hire

To: Kyle Bower  
Superintendent of Schools

From: Donald Gardiner  
Building/Grounds Maintenance Supervisor

I recommend Theresa Hoerter be appointed to the position of Summer Maintenance Worker @ the rate of \$12.86/hr. *Effective July 8<sup>th</sup> - August 30<sup>th</sup>, 2019*

Fingerprint: On File

Regards,

  
Donald R Gardiner

Theresa has worked for the district in the cafeteria and as part of the cleaning staff both through the school year and past summers. She is very familiar with our practices, procedures and cleaning products. As always she will be a welcome member to the summer cleaning staff.

108

# Hammondsport Central School

## Summer drivers/monitor help

To: Kyle Bower, Superintendent

From: Emery L. Cummings Jr., Transportation Supervisor

Date: June 7, 2019

Our summer needs for operation of the bus garage for summer recreation program and summer school transportation as well as the special needs run for this summer are as follows. Drivers, Sub Drivers and Monitor.

Bill Fries	John Webster Sub
Jim McNulty	Lyle Fleishman Sub
Chuck French	Ken Cornish Sub
Sue Hamilton	Dave Stenger Sub
Jane Arnold	Bob Bondi Sub in Training
Scott Korzon	Gordon Lanphere
Guy Fitzpatrick	Dick Rice

Thank You  
*Emery L. Cummings Jr.*  
Emery L Cummings Jr.

VB  
6/12/19

# Hammondsport Central School

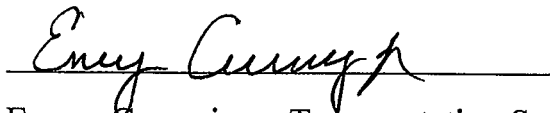
## Recommendation for Hire

To: Kyle Bower, Superintendent

From: Emery Cummings, Transportation Supervisor

Date: May 14, 2019

I would like at this time to recommend that Robert Bondi be appointed as a substitute bus driver at the rate of \$15/hr. effective June 19, 2019



Emery Cummings, Transportation Supervisor



KYLE BOWER  
HAMMONDSPT CSD  
8272 MAIN ST  
HAMMONDSPT, NY 14840

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FINGERPRINT CLEARANCE

FOR EMPLOYMENT

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This is a notice that on 06/12/2019, **ROBERT J BONDI** filed his/her fingerprints with the New York State Education Department and has been cleared for employment in your school. Please note that this clearance is valid only for your school and may not be used for any other purpose, including but not limited to, employment at another school or institution. If your school no longer employs **ROBERT J BONDI**, you are required pursuant to Education Law and Regulations to notify OSPRA. Such notice should be made by submitting an online employment termination request or by filing a paper OSPRA 105 form, which is available on the OSPRA website.

**DEBORAH A. MARRIOTT**  
OSPRA Fingerprinting Unit

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

Close

Print


# HAMMONDSPORT

Central School District

8272 Main Street Hammondspport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

To: Board of Education

From: Kyle C. Bower, Superintendent of Schools 

Date: June 10, 2019

Re: Boyer Tenure Recommendation

It is without reservation that I recommend that the Hammondspport Board of Education grant Katie Boyer of 9419 Maple Street, Painted Post, NY 14870, tenure in the area of School Psychologist effective September 2, 2019. Ms. Boyer joined the District on July 1, 2015 taking over for a long term person that had previously held the position. During her four-year probationary period, Ms. Boyer has made the position her own and is a well-respected member of our District faculty. In addition to her full time duties as school psychologist, Mr. Boyer initiated and currently runs the Hammondspport chapter of the Girls on the Run program. I can think of no finer role model for our girls. I look forward to Ms. Boyer being a member of the Hammondspport family for years to come.

06/10/2019 10:00 AM

## BOARD OF EDUCATION

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett


# HAMMONDSPORT

Central School District

8272 Main Street Hammondsport NY 14840

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

To: Board of Education

From: Kyle C. Bower, Superintendent of Schools 

Date: June 10, 2019

Re: Pierson Tenure Recommendation

I recommend that the Hammondsport Board of Education grant Brandon Pierson of 7249 County Rte 13, Bath, NY 14810, tenure in the area of Elementary Education Teacher effective September 2, 2019 . Mr. Pierson joined the District in the 2014-2015 school year as a probationary teacher in our special education department. He successfully achieved tenure in that area in June 2014. In June 2016 he voluntarily requested a change in tenure area to take a classroom teaching position. He has successfully served as an elementary classroom teacher during his current three-year probationary period and has earned this recommendation again, without reservation. Mr. Pierson is a caring, student centered educator and I look for him to continue with us here in Hammondsport for many years to come.

607.569.5200

## BOARD OF EDUCATION

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett

## HAMMONDSPORT CENTRAL SCHOOL

### Principal/Supervisor Recommendation for Hiring

TO: Mr. Kyle Bower, Superintendent

FROM: Tad R. Rounds, Principal      Date: 5/30/19

This memo is a recommendation to appoint Mr. Douglas Draper as a temporary aide from July 7, 2019 to August 16, 2019 at the rate of \$12.39 per hour, plus an additional \$3.10 per hour for all hours off campus working in a home/hospital placement. Mr. Draper is employed full time as a teacher assistant in the Bath Central School District and has extensive experience working with special needs students. We are fortunate to have Mr. Draper serve in this capacity.

---

Tad R. Rounds, Hammondspport Junior-Senior High Principal





KYLE BOWER  
HAMMONDSPORT CSD  
8272 MAIN ST  
HAMMONDSPORT, NY 14840

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FINGERPRINT CLEARANCE

FOR EMPLOYMENT

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This is a notice that on 06/13/2019, **DOUGLAS A DRAPER** filed his/her fingerprints with the New York State Education Department and has been cleared for employment in your school. Please note that this clearance is valid only for your school and may not be used for any other purpose, including but not limited to, employment at another school or institution. If your school no longer employs **DOUGLAS A DRAPER**, you are required pursuant to Education Law and Regulations to notify OSPRA. Such notice should be made by submitting an online employment termination request or by filing a paper OSPRA 105 form, which is available on the OSPRA website.

**DEBORAH A. MARRIOTT**  
OSPRA Fingerprinting Unit

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

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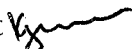
# HAMMONDSPORT

8272 Main Street Hammondsport NY 14840

Central School District

Kyle C. Bower, Superintendent  
Tad R. Rounds, Secondary Principal  
Joe Koehler, Elementary Principal  
607.569.5200  
FAX: 607.569.5212

To: Board of Education

From: Kyle C. Bower, Supt 

Date: June 11, 2019

Re: Summer Student Worker

I recommend that Travis Raab be appointed as a temporary student aide through Steuben County Civil Service from July 8<sup>th</sup> through August 23<sup>rd</sup>, 2019 and assigned to the area of technology during that time. Travis will work Monday –Thursday, 7.5 hours a day for a total of no more than 28 work days. He will be paid at the hourly rate of \$11.10. Travis worked in the technology department last summer and did an excellent job! He has been a very valuable member of our technology team.

## BOARD OF EDUCATION

*Dennis R. Carlson*, President

*Richard L. Drain*, Vice President

Lynda S. Lowin

Carre A. Doyle

Kevin W. Bennett

To: Kyle Bower 

From: Dan Conley- Athletics

RE: 2019 Fall Coaching Positions

Date: 6/11/19

Please appoint the following coaches for 2019 fall season at the current HTA contractual rate, upon completion of all requirements and adequate participation.

*pending numbers for each team in August / September.*

Position	Coach	Year	Longevity Pay	% of base	Total
Varsity Girls Soccer	Dan Conley	15	500	7%	\$3,971.79
JV Girls Soccer	Kevin Davis	3	0	6%	\$2,975.82
Modified Girls Soccer	Alan Perry	8	150	5%	\$2,629.85
Varsity Boys Soccer	Chris McConnell	4	0	7%	\$3,471.79
Modified Boys Soccer	Cesar Villena	1	0	5%	\$2,479.85
Cross Country	Jason Brayman	15	500	7%	\$3,971.79
Varsity Volleyball	Erika Webster	10	250	7%	\$3,721.79
JV Volleyball	Tanessa Whitney	2	0	6%	\$2,975.82

Respectfully,

Dan Conley, AD

# HAMMONDSPORT CENTRAL SCHOOL

## Recommendation for Hiring

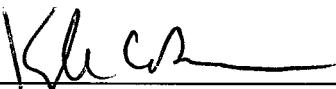
TO: Hammondsport Board of Education

FROM: Kyle C. Bower, Superintendent

DATE: June 12, 2019

### Instructional Staff – Probationary Recommendation

At this time, I would like to recommend the Board approve the three-year probationary appointment of Kim Cruze-Tollerup in the tenure area of Elementary Education, effective September 1, 2019 at Step 17 as defined in the HTA Contract. I would also recommend that Kim is approved to work with her team on an hourly time sheet basis over the summer when requested by her building principal. (BA in Social Science from Nazareth 5/2001; MS in Childhood Education from Utica College 5/2005) Mrs. Cruze-Tollerup has sixteen years of total teaching experience at Bath Central School in Pre-Kindergarten and First grade. I am confident that Mrs. Cruze-Tollerup will be an excellent fit in the culture of the Curtiss School.

  
\_\_\_\_\_  
Signature/Title