

Wednesday, December 12, 2012

Convene public meeting at 6:45 p.m., which we anticipate will go into Executive Session to discuss a special education issue, the employment history of a particular person, and a legal issue.

Presentations: Measuring the Board of Education teaching and learning question
(Chappaqua Thinking Standards)
Extending the Elementary Day

- 1.1 President's Report
 - 1.1.1 Joint School/Town Boards meeting
 - 1.1.2 WPSBA Legislative Advocacy Report
- 1.2 Superintendent's Report
 - 1.2.1 Douglas Grafflin Elementary School Principal Search

We welcome public inquiries, and in respect for each other's time, we ask that you limit your inquiry to three minutes. Board members may be contacted via email or phone.

2.1 Draft Policy - Referral to Committee on Special Education (CSE)

3.1 Minutes of November 28, 2012

“BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as per diem substitute teachers to be employed on an “as needed” basis”:

Ms. Naomi Cook, Teacher of Science, Horace Greeley High School, effective March 4, 2013 through March 29, 2013.

Ms. Diana Alberga, Teaching Assistant, Seven Bridges Middle School, effective November 29, 2012 through June 30, 2013.

5.1 Approve CSE summaries reported to the Board on December 7, 2012.

- 5.2 Resolution Standard Work Day and Time Reporting
BE IT RESOLVED, that the Board of Education of the Chappaqua Central School District hereby establishes the following as standard work days for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based upon the record of activities maintained and submitted by these officials to the District Clerk.

- 5.3 Resolution regarding disposition of obsolete items.
WHEREAS, the District owns the attached list of items which are no longer useful or necessary for school district purposes and is of no value to the School District;

THEREFORE, BE IT RESOLVED, that the Board hereby declares such equipment to be surplus property and of no value to the School District and authorizes the disposal of such equipment in a prudent manner in accordance with law.

- 5.4 Bond Resolution appropriating \$1,282,316 to pay the District's share of the cost of the reconstruction of, and construction of improvements to various BOCES facilities of the Board of Cooperative Educational Services of the Sole supervisory district of PUTNAM/NORTHERN WESTCHESTER COUNTIES ("BOCES"); stating the maximum cost of said object or purpose is \$16,944,701, of which the District's share has been determined to be \$1,282,316 and authorizing the issuance of \$1,282,316 serial bonds of the District to finance said appropriation.
- 5.5 Approve contract with Purchase University for use of swimming pool per contract rates, effective January 1- July 31, 2013.
- 5.6 Approve agreement with Dobbs Ferry Union Free School District to provide Health and Welfare Services for eight Chappaqua students attending non-public schools in Dobbs Ferry UFSD, effective September 1, 2012 thru June 30, 2013, at a rate of \$1,057.38 per student.

6. Facilities

6.1 Facilities report

- 6.1.2 Report on Board tours: Wednesday, December 5, 2012 - Grafflin and Bell; Friday, December 7, 2012 - Horace Greeley and Roaring Brook.

7. Financials

- 7.1 Claims Auditor Report for November 2012
- 7.2 Expense Report - October and November 2012
- 7.3 Revenue Report - October and November 2012
- 7.4 Treasurer's report - October and November 2012

8. Notice of Future Meetings -

Thursday, December 13, 2012 at Bell Middle School, Learning Walk
Wednesday, December 19, 2012, Board tours at Seven Bridges, 7:00a.m. and Westorchard at 7:45 a.m.

Wednesday, January 16, 2013 at Horace Greeley High School, 8:15 pm
Presentation: Budget Process

9. Adjournment

Any person who seeks accommodation based upon disability should contact the District Clerk, Theresa Markley at 238-7225, at least five days prior to the meeting.

Chappaqua Board of Education
Education Center -- 66 Roaring Brook Road
Chappaqua, NY 10514

web: www.chappaqua.k12.ny.us/ccsd

email: board@ccsd.ws

tm PLEASE TURN OFF ALL CELL PHONES AND PAGERS DURING MEETING

DRAFT Policy

REFERRAL TO COMMITTEE ON SPECIAL EDUCATION (CSE)

Any student suspected of having a disability may be referred to the Committee on Special Education for initial evaluation by the parent or person in parental relation to determine if he/she is a student with a disability. In addition, the Board of Education designates the Building Principals, Assistant Principals, the Committee on Special Education Chairpersons and the Director of Special Education and Related Services as the staff members responsible for referring students to the Committee on Special Education.

If the student is a resident of the District, any professional staff member of the District in which the student resides, any professional staff members of the public or private school the student attends, physician, judicial officer, professional staff member of a public agency or the pupil himself or herself, if such pupil is eighteen years of age or older or is an emancipated minor, may make a request for a referral to the Building Principals, Assistant Principals, the Committee on Special Education Chairpersons or the Director of Special Education and Related Services.

The Board of Education designee shall determine if a referral to the CSE shall be made and shall consider, as appropriate, whether or not the student has made adequate progress after a period of time when provided instruction in a response to intervention process. The procedures outlined in §200.4 of the Commissioner's Regulations shall be followed for all referrals made to the CSE. If the Board of Education designee determines that a referral to the CSE is not warranted, the designee shall advise the Building Principal, who shall determine if any building level services should be implemented.

10-16-2012/ 11-20-2012

CHAPPAQUA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
Chappaqua, New York

Date: November 28, 2012

Time: 8:15 p.m.

Place: Horace Greeley High School

Present: Board of Education
Victoria Tipp, President
Alyson Gardner Kiesel, Vice President
Karen Visser
Randall Katchis
Jeffrey Mester

Staff Members

Present: Dr. Lyn McKay, Superintendent
Mr. Eric Byrne, Assistant Superintendent for Curriculum
Mr. Andrew Selesnick, Assistant Superintendent for Leadership, and Instruction
Mr. John Chow, Assistant Superintendent for Business
Theresa Markley, District Clerk/Adm. Asst. to Superintendent

Visitors Present: Representatives of the Chappaqua PTA, school PTAs, building administrators, faculty, and other interested citizens.

President Tipp called the meeting to order at 7:00 p.m. Alyson Kiesel moved to enter into Executive Session for the purpose of discussion of labor negotiations and a legal issue. Randall Katchis seconded. The motion passed unanimously. Alyson Kiesel moved to adjourn the executive session. Karen Visser seconded. The motion passed unanimously.

President Tipp welcomed the community.
Alyson Kiesel moved to reconvene the public session at 8:25 p.m. Karen Visser seconded. The motion passed unanimously.

Presentations: Review of middle school 55-minute periods
New grade six research course

Dr. McKay commented on the new schedule for the middle school. She introduced Martha Zornow and Martin Fitzgerald, principals of SB and Bell respectively.

Assistant Superintendent Eric Byrne commented on the earliness of the status report. More time is needed to provide accurate information and a full report is expected in the spring.

Martin Fitzgerald noted the five steps or levels on how we evaluate 55 minute periods: Level 1 - Level of Satisfaction; 2. The Learning; 3. Organizational Support; 4. Level of Use; 5. Student Learning Outcomes.

The goal is to maintain a balance of core and encore subjects, and still able to address the needs around literacy, math, and other subjects. There is a need for instruction that is not interrupted,

more group work, more differentiation and more time for collaboration, reflection and class discussions. Both principals feel that there is a high level of satisfaction and will work through the dissatisfaction. This work will take more than a year and has the potential for 4 or 5 years of work to evaluate.

Teachers have been able to go into material in more depth, but there are other classes that meet less, and it is important to find out how that part of the curriculum is working. There hasn't been a normal school schedule with the snow and hurricane. Students were staying with family, friends, sleeping in their father's office, etc. and didn't have the ability to obtain instruments, books, materials so it's more difficult to assess.

Dr. McKay stated that we knew it was not going to be ideal or as good as having a class every day, but it is still doable to have foreign language and music in middle school. We have more time for English and math and writing. We are trying to keep all the good programs in all the schools because we thought it would be better academically, but it also has the economic plus of being less expensive to maintain.

Sixth grade research course

Martha Zornow reported that she and the two library media staff plus staff developers developed a pilot research course to develop better, more in-depth research skills that the teachers will use with the students.

In addition, WISER is a new program students use to develop inquiry questions. The acronym stands for: Wonder Investigate Synthesize Express Reflect. Mr. Fitzgerald reported on the program using "fat" questions such as -- what is privacy? what is child labor? and they had to do some deep reflection and promote abstract thinking. These are topical questions at the sixth grade level and there is a library use relevant question in each one.

1. Information

1.1 President's Report

1.1.1 Joint School/Town Boards meeting

President Tipp reminded everyone that there will be a joint Town/School meeting on December 4. Agenda items include coordination of emergency response plan, use of facilities, commercial development and possibly mandates. Meeting will begin at 7:45 p.m. at town hall, but we may have it here for space reasons.

1.1.2 Board Learning Walk

President Tipp announced that there will be a Board Learning Walk at Bell on December 13.

1.1.3 President Tipp also reported that yesterday she was invited to go to a women's studies class. There was an essay contest by American Civil Liberties Union on the topic, "Should schools provide the morning after pill to students?" The class launched a discussion on a number of relevant issues including parental consent, medical issues and facts on side effects. It was a great experience and congratulated the teachers and students on the great work that they are doing.

1.2 Superintendent's Report

1.2.1 Extended elementary instructional day, 2013-14

Dr. McKay reported about 50 parents, board members and Michael Rettig attended a meeting before Thanksgiving regarding the elementary day to start one-half hour earlier. This will be instituted next year. A full report will be made at the December 12 meeting.

Questions

Questions and Comments

We welcome public inquiries, and in respect for each other's time, we ask that you limit your inquiry to three minutes. Board members may be contacted via email or phone.

2. **Organization**

3. **Approvals**

Alyson Kiesel moved to approve the minutes of November 14, 2012. Karen Visser seconded. The motion passed unanimously.

3.1 Minutes of November 14, 2012

4. **Recommended Action: Personnel**

Dr. McKay made the following recommendations, including the addendum:

4.1 **Instructional**

Resolution:

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as per diem substitute teachers to be employed on an "as needed" basis":

Pamela Cartelli.

Request for Discretionary Leave of Absence:

Ms. Beth Connors, Teaching Assistant, Seven Bridges Middle School, effective November 26, 2012 through June 30, 2013.

Request for Child Care Leave of Absence:

Ms. Michelle Ramahlo, Teacher of Foreign Language, Seven Bridges Middle School, effective December 10, 2012 through January 31, 2013.

Appointment: Teaching Assistant

Ms. Lauren Pinsley, Teaching Assistant, Douglas Grafflin Elementary School, effective November 26, 2012, \$21,256, prorated.

Appointment: Part Time

Ms. Beth Connors, (.8) Teacher of Special Education, Seven Bridges Middle School, effective November 26, 2012 through June 30, 2013 (or earlier at the discretion of the Board of Education), Step 1, A(BA), \$50,270, prorated.

Ms. Christina Schilling, (.04) Teacher of Elementary Education to provide Academic Intervention Services as per the Teachers' Contract, Robert E. Bell Middle School, effective November 5, 2012 through May 8, 2013 (or earlier at the discretion of the Board of Education), Step 1, A(BA), \$52.36/hour.

Ms. Dawn Brown, (.04) Teacher of Elementary Education to provide Academic Intervention Services as per the Teachers' Contract, Robert E. Bell Middle School, effective November 5, 2012 through May 8, 2013 (or earlier at the discretion of the Board of Education), Step 1, B(BA+30) with Masters, \$56.33/hour.

Ms. Jennifer Durand, (.04) Teacher of Elementary Education to provide Academic Intervention Services as per the Teachers' Contract, Westorchard Elementary School, effective November 20, 2012 through May 8, 2013 (or earlier at the discretion of the Board of Education), Step 1, A(BA), \$52.36/hour.

Appointment: Volunteer Coaching

Mr. Daniel Hall, Varsity Wrestling, Horace Greeley High School, effective November 12, 2012 through March 1, 2013 (or earlier at the discretion of the Board of Education).

Addendum:

4.1 Personnel - Instructional

Be it resolved, the Board of Education ratifies the Supplemental Memorandum of Agreement between the District and the Chappaqua Congress of Teachers, dated November 28, 2012, regarding the addition of a modified wrestling coach. A copy of said agreement shall be incorporated by reference into the minutes of this meeting.

Alyson Kiesel moved to approve the recommendations. Randall Katchis seconded. The motion passed unanimously.

4.2 Non-instructional

Resignation:

Brendan J. Monahan, - custodian at Roaring Brook Elementary School, resigning effective November 19, 2012.

Jeffrey Mester moved to approve the recommendation. Karen Visser seconded. The motion passed unanimously. Jeffrey Mester and the board wished Brendan well.

5. **Recommended Action: Other**

5.1 Karen Visser moved to approve CSE summaries reported to the Board on November 21, 2012. Alyson Kiesel seconded. The motion passed unanimously.

5.2 Alyson Kiesel moved to approve agreement with Pitney Bowes for postage meter for Bell Middle School - savings of \$16/month, effective 11-28-2012 for 51 months. Karen Visser seconded. Discussion ensued about the length of the contract and it was indicated that an annual contract was preferable. Alyson Kiesel moved to withdraw her motion to approve the agreement and instead table it until the December 12 meeting. Karen Visser seconded. The motion passed unanimously.

6. Facilities

6.1 Facilities report

6.1.1 Randall Katchis reported Campbell Engineering is having difficulty performing certain tests because of the bad weather.

7. Financials

7.1 Alyson Kiesel moved to accept the Claims Auditor Report for October 2012. Randall Katchis seconded. The motion passed unanimously.

8. President Tipp gave Notice of Future Meetings -

Tuesday, December 4 - Joint Town/School Boards

Board tours: Wednesday, December 5, 2012 - Grafflin at 7:00 a.m.; Bell at 7:45 am.

Friday, December 7, 2012 - Horace Greeley at 7:00 a.m.;

Roaring Brook at 7:45 a.m.

Wednesday, December 12, 2012 at Horace Greeley High School, 8:15 pm

Presentation: Measuring the Board of Education teaching and learning question

(Local assessments)

Extending the Elementary Day

9. Adjournment

At 9:55p.m., Alyson Kiesel moved to adjourn. Randall Katchis seconded. The motion passed unanimously.

Respectfully submitted,

Theresa Markley
District Clerk/Admin. Asst. to Superintendent

Victoria Tipp
Board President

tm

Standard Work Day and Reporting Resolution

RS 2417-A

BE IT RESOLVED, that the Board of Education of the Chappaqua Central School District/Location Code 75536 hereby establishes the following as standard work days for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records maintained and submitted by this officials to the District Clerk:

Title	Name	Social Security Number (Last 4 Digits)	Registration Number	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participates In Employer's Time Keeping System (Yes/No)	Days/Month (Based on Record of Activities)	Tier 1 (Check only if member is Tier 1)	Not Submitted (Check box if no record of activities completed or if participates in timekeeping system)
APPOINTED OFFICIALS									
District Clerk	Theresa Markley	XXXX	XXXX	7	7/1/12-6/30/13	Yes	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District Treasurer	Blanche Blair	XXXX	XXXX	7	7/1/12-6/30/13	Yes	N/A		x

On this 12 day of December, 2012 _____ Date enacted: December 12, 2012.

(Signature of Clerk)

I, Theresa Markley, the District Clerk of the Board of Education of the Chappaqua Central School District, a School District of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by the Board of Education, at a legally convened meeting held on the 12th day of December, 2012 on file as part of the minutes of such meeting, and that the same is a true copy thereof and the whole of such original.

I further certify that the full Board of Education consists of 5 members, and that 5 of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and seal of the Chappaqua Central School District.

This Document consists of 1 page.

(Seal)

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Board of Education of the _____ hereby establishes the following as standard work days for appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based upon the record of activities maintained and submitted by these officials to the District Clerk:

Title	Name	Social Security Number (Last 4 Digits)	Registration Number	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participates In Employer's Time Keeping System (Yes/No)	Days/Month (Based on record of Activities)
APPOINTED OFFICIALS							
District Clerk					07/01/12-06/30/13		
District Treasurer					07/01/12-06/30/13		
School Tax Collector					07/01/12-06/30/13		
Claims Auditor					07/01/12-06/30/13		

On this _____ day of _____, 2012

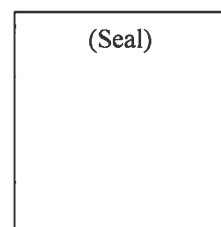
(Signature of Clerk)

Date enacted: _____

I, _____, the District Clerk of the Board of Education of the

_____ School District, a School District of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by the Board of Education, at a legally convened meeting held on the _____ day of _____, 2012 on file as part of the minutes of such meeting, and that the same is a true copy thereof and the whole of such original.

I further certify that the full Board of Education consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution. IN WITNESS WHEREOF, I have hereunto set my hand and seal of the _____ School District.



SHAW, PERELSON, MAY & LAMBERT, LLP
ATTORNEYS AT LAW
21 VAN WAGNER ROAD
POUGHKEEPSIE, NEW YORK 12603
(845) 486-4200
FAX (845) 486-4268

STEPHEN A. PERELSON (1941-2002)
DAVID S. SHAW
MARGO L. MAY
MICHAEL K. LAMBERT
MARC E. SHARFF
LISA S. RUSK
BETH L. SIMS

STEVEN M. LATINO
GARRETT L. SILVEIRA
JEFFREY J. SCHIRO
JULIE M. SHAW

MARK C. RUSHFIELD
OF COUNSEL
JILLIAN E. JACKSON
OF COUNSEL
JOHN E. OSBORN, P.C.
OF COUNSEL

WESTCHESTER OFFICE
115 STEVENS AVENUE
VALHALLA, NEW YORK 10595
(914) 741-9870
FAX (914) 741-9875

PLEASE RESPOND TO: **POUGHKEEPSIE**

MEMORANDUM

**TO: BOARD OF EDUCATION MEMBERS
DR. DAVID A. FLEISHMAN, SUPERINTENDENT OF SCHOOLS**

FROM: SHAW, PERELSON, MAY & LAMBERT, LLP

**RE: NEW TIME REPORTING REQUIREMENTS FOR PAID SCHOOL
DISTRICT OFFICERS**

DATE: JUNE 28, 2010

We are writing regarding the new requirements set forth in 2 N.Y.C.R.R. Section 315.4 which requires that a record of work activities log be kept for a period of three (3) consecutive months within the first 150 days of the term of appointment for appointed officials. The appointed officials in the School District that this may apply to are the District Clerk, District Treasurer, School Tax Collector and Claims Auditor. This regulation does not apply to any appointed official who is not a member of the New York State Employees' Retirement System or to any appointed official whose employer maintains an actual record of the time the appointed official works (e.g. though a time sheet system). This regulation does apply to members of the retirement system who do not keep a record of time worked and thus do not have documented regular designated hours during which he/she performs his/her official duties.

The regulation notes that in recording work activities, the appointed official can include time worked outside the regular working hours for the purposes of tending to official duties (e.g. District Clerks attending Board of Education Meetings), attending employer-sponsored events and responding to emergencies or to the public on matters of official business.

For those appointed officials who are required to keep a record of work activities, the record must be submitted to the District Clerk within 180 days of July 1 (or other date the appointed official takes office). The appointed official must extend his/her record of work activities for any days that he/she is on vacation during the three month period.

Annual Recertification

After an appointed official who is required to keep a record of work activities has prepared such record, he/she can certify in subsequent years that his/her responsibilities and hours have not substantially or materially changed in future years. This certification must be completed each subsequent year within 180 days of taking office and can be valid for up to eight (8) years. Thus, if duties and hours do not substantially or materially change, a record of work activities completed in the 2010-2011 fiscal year can be certified each year through the 2017-2018 fiscal year, but a new record would need to be prepared during the 2018-2019 fiscal year within the first 150 days of the appointed official's term of office. All records of work activities and certifications must be maintained for at least ten (10) years by the employer and provided to the State Comptroller upon request.

Procedure for Time Accounting

We recommend that District officials to whom this requirement applies do not start their logs until the end of August to ensure that the log is characteristic of the typical work months (As the summer months tend to be lighter with regard to work load). We have attached hereto a record of work activities log that may be utilized for the purposes of meeting this work reporting requirement.

Standard Work Day and Reporting Resolution

A Standard Work Day and Reporting Resolution must also be established by the Board of Education with regard to its appointed officials. This is solely for the purpose of reporting days worked to the retirement system, and must include the following:

- (i) the number of hours prescribed as a standard work day for each such appointed position;
- (ii) the expiration of the term for each such position;
- (iii) that the employer maintains an actual daily record of time worked for the appointed official or that the official holding the office has recorded and submitted to the District Clerk his or her work activities for a period of three (3) consecutive months; and
- (iv) for each appointed official who has submitted a record of work activities, the total number of days per month to be reported based upon such record of work activities. [Note: In determining days worked for the purposes of reporting to the retirement system, not less than six (6) hours and not more than eight (8) hours shall be established as a full-time standard work day.]

We have attached hereto a Standard Work Day and Reporting Resolution to be utilized to meet the above-stated requirements. This resolution must be adopted by the Board of Education within 180 days from July 1 of each year and will include the titles of District Clerk, District Treasurer, School Tax Collector and Claims Auditor.

Website Posting Requirement

The Standard Work Day and Reporting Resolution must be posted on the District's website for a minimum of thirty (30) days after it is adopted by the Board of Education. In the event the District does not have a website, in the alternative, it can be posted on an official sign-board or at the entrance of the District Clerk's office. In addition, a certified copy (with the official Seal of the Clerk placed thereupon) must be filed by the District Clerk with the Office of the State Comptroller within forty-five (45) days of the adoption of the resolution along with an Affidavit of Posting. A Days Reported Posting Affidavit is attached hereto to be utilized for this purpose.

The failure to adopt and post the resolution and send a certified copy of the resolution with the affidavit of posting to the Office of the State Comptroller as referenced above will result in the suspension of service crediting and retirement membership benefits for the appointed officials in the District until the time that the requirements are fulfilled.

Please disseminate this Memorandum to the District Clerk (whether or not he/she will be required to keep a record of work activities log) as well as the other appointed officials in the District who will be required to maintain a record of work activities log.

If you need assistance, please do not hesitate to contact us.

Affidavit of Posting

Location Code: 75536

Employer Name: Chappaqua Central School District

Affidavit attesting that the Standard Work Day and Reporting Resolution was posted and made available to the public for a minimum of 30 days.

State of New York)

)

County of _____)

_____ being duly sworn, deposes and says:
(Name)

1. That s/he is the District Clerk of the _____ School District.

2. That the posting of the Resolution began on _____ and continued for at least 30 days.

3. That the Resolution was posted and available to the public on the (please check one):

_____ Employer's website at _____

_____ Official sign board at _____

_____ Main entrance to office of the District Clerk at _____

Name _____
(Signature of District Clerk)

Title _____

Sworn to before me this ____ day
of _____, 20__

NOTARY PUBLIC

Memo

To: John Chow
From: Mike Trnik, Purchasing
CC: Theresa Markley
Date: 12/04/12
Subject: Obsolete Items

A list has been compiled of items which are considered obsolete. In accordance to our school policy, a resolution needs to be presented to the Board of Education to formally declare the items obsolete.

MT

LIST OF ITEMS TO BE DECLARED OBSOLETE BY BOARD OF ED.-DISTRICTWIDE-DECEMBER, 2012

ITEMS AT DOUGLAS GRAFFLIN ELEMENTARY SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

NET TV MONITOR		000411'
NET TV MONITOR		000413'
NET TV MONITOR		000417'
NET TV MONITOR		000399'
DESTINATION		000829'
HP BUSINESS INKJET 2250 PRINTER	DG 03	000808'
HP BUSINESS INKJET 2280 PRINTER	DG 07	000848'
HP LASERJET 2100TN PRINTER	DG 106	000416'

ITEMS AT ROARING BROOK ELEMENTARY SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

HP LASERJET 21TN PRINTER	CURENTLY AT HG TECH	001018'
SOUTHBEND COMMERCIAL GRADE STOVE	CAFETERIA	001162'
TV MONITOR	THROUGHOUT	010900'
TV MONITOR	RM 126	001092'
TV MONITOR	RM 122	001096'
BOOKS (PLEASE SEE ATTACHED LIST)	LIBRARY	

ITEMS AT WESTORCHARD ELEMENTARY SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

NET TV MONITOR		001602'
NET TV MONITOR		001601'
NET TV MONITOR		001423'

LIST OF ITEMS TO BE DECLARED OBSOLETE BY BOARD OF ED.-DISTRICTWIDE-DECEMBER, 2012 (CONTINUED)

ITEMS AT WESTORCHARD ELEMENTARY SCHOOL (CONTINUED)

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

NET TV MONITOR		000929'
EARTHWALK TV MONITOR		001396'
NET TV MONITOR		000930'
NET TV MONITOR		001036'
NET TV MONITOR		001388'

ITEMS AT ROBERT E. BELL MIDDLE SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

HP 6P PRINTER	BELL 334	000232'
OPTOMA PROJECTOR WITH BAD POWER SUPPLY	BELL 346	003369'
HP 2100TN PRINTER	BELL 206	000262'
OPTOMA PROJECTOR (KEEPS SHUTTING DOWN)	BELL 334	003364'
OPTOMA PROJECTOR	BELL 338	003378'
77" SMARTBOARD	BELL 337	003022'
77" SMARTBOARD	BELL 206	003023'
HP LASERJET 6P PRINTER	BELL 214 A	000287'
HP LASERJET 6P PRINTER	BELL 103	000365'

ITEM AT SEVEN BRIDGES MIDDLE SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

HP LASERJET 2100 PRINTER (HAS PAPER FEED ISSUES AND FREQUENT JAMS)	RM # 320	001201'
OPTOMA EP-1690 WXGA LUMENS PROJECTOR	TECH DEPT (PRVS. SB 222)	003376'

LIST OF ITEMS TO BE DECLARED OBSOLETE BY BOARD OF ED.-DISTRICTWIDE-DECEMBER, 2012 (CONTINUED)

ITEMS AT HORACE GREELEY HIGH SCHOOL

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

OPTOMA PROJECTOR	K103 (NOW IN HF TECH)	003361'
HP LASERJET 2300 DN (MAKES GRINDING NOISES)	TECH DEPT (PRVS IN LIB.)	000589'
OPTOMA PROJECTOR (WHELL PROJECTOR)	TECH DEPT.	003362'
HP LASERJET 2200DTN PRINTER	TECH DEPT.	000720'
OLD LEXMARK PRINTER	TECH DEPT.	101039'
HP LASERJET 2300 (HAS PAPER FEED ISSUES)	TECH DEPT.	001565'
HP LASERJET 2300	TECH DEPT.	001534'
HP LASERJET 2300DN	TECH DEPT.	001568'
HP LASERJET 2200DTN PRINTER	TECH DEPT.	000438'
APPLE IMAC	TECH DEPT.	003294'
LEXMARK OPTRA E310 PRINTER	TECH DEPT.	101039'

ITEMS LOCATED AT POLE BARN

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

1994 CHEVROLET DUMP TRUCK	POLE BARN	986806300043'
---------------------------	-----------	---------------

ITEMS LOCATED AT EDUCATION CENTER

BLDNG LOCATION

ASSET TAG # (IF APPLICABLE)

CABINET	BASEMENT STORAGE	001953'
SHREDDER	BASEMENT STORAGE	003741'

Title	Author	Publisher	Copyright
A Brother for the Orphelines	Carlson	Harper & Row	1959
A Little Princess	Burnett	Scribner	1938
A Pet for the Orphelines	Carlson	Harper & Row	1962
Adventures of Huckleberry Finn	Twain	Harper & Brothers	1951
American History in Juvenile Books	Metzner	Wilson	1966
Anthology of Children's Literature	Johnson, Scott	Houghton Mifflin	1948
Arthur's Eyes	Brown	Little, Brown	1979
Cave Men of the Old Stone Age	Kramer	Melmont Pub.	1955
Children and Books	Arbuthnot	Scott, Foresman	1964
Children Who Read Early	Durkin	Teachers College	1966
Chimpanzees	Whitlock	Raintree	1977
Chitty Chitty Bang Bang	Fleming	Random House	1964
Deserts and Wastelands	Dixon	Frank, in Watts	1984
Desmond and the Dog Detective	Best	Viking Press	1962
Desmond and the Peppermint Ghost	Best	Viking Press	1965
Desmond and the Peppermint Ghost	Best	Viking Press	1965
Desmond's First Case	Best	Viking Press	1961
Developing Multi-Media Libraries	Hicks	Bowker	1970
Discipline with Dignity	Curwin/Mendler	ASCD	1988
Dissection Projects	Webster	Franklin	1988
Dorrie's Magic	Coombs	Lothrop, Lee	1962
Edison Book of Easy & Incredible Exp.		Wiley	1988
Endangered Animals	Stone	Scholastic	1984 (PB)
First Aid and Personal Safety	Red Cross	Doubleday	1973
Fran Tarkenton: Scrambling Quarterback	May	Crestwood House	1973
Have You Seen My Cat?	Carle	Scholastic	(PB)
Hunting the Killer Shark	Penzler	Troll Assoc.	1979
Hunting the Killer Shark	Penzler	Troll Assoc.	1976
Index to Children's Poetry 1st. Supp.	Brewton	Wilson	1954
Index to Children's Poetry 2nd. Supp.	Brewton	Wilson	1965
Index to Fairy Tales	Eastman	Faxon	1937
Index to Fairy Tales	Eastman	Faxon	1926
Index to Poetry for Children & Young People	Brewton	Wilson	1972
Jessie Fremont	Wagoner	Bobbs-Merrill	1956
John Adams	Blackburn	Word Books	1970
Labrador Retrievers	Satterthwaite	Tetra Press	1987
Little Men	Alcott	Little, Brown	1913
Magellan: First Around the World	Syme	William Morrow	1953
Matthew Looney's Invasion of the Earth	Beatty	William R. Scott	1985
Monsters Eat Whiny Children	Kaplan	Simon & Schuster	2010
Mr. Popper's Penguins	Atwater	Little, Brown	1954
My Brother Sam is Dead	Collier	Four Winds	1974
O. J. Simpson: The Juice is Loose	Schmitz	Crestwood House	1973
On the Far Side of the Mountain	George	Puffin	1990 (PB)
Realization: Final Report of Knapp Proj.	Sullivan	ALA	1968
Samuel F.B. Morse	Latham	Garrard	1961

RECEIVED

NOV 28 2012

PURCHASING DEPT.

Roaring Brook School

Discarded Titles (Total 77)

November 2012

Spider-Man	Stern	Children's Press	1981
Storytelling	Tooze	Prentice Hall	1959
Subject Headings of Children's Books	Rue	ALA	1952
Subject Index to Poetry		ALA	1957
The Art of the Storyteller	Shedlock	Dover Pub.	1951
The Berenstain Bears' Christmas Tree	Berenstain	Random House	1980
The Black Stallion Mystery	Farley	Random House	1957 (PB)
The Black Stallion Revolts	Farley	Random House	1953 (PB)
The Brothers Gruesome	Elgar	Houghton Mifflin	1999
The Chocolate Touch	Catling	William Morrow	1952
The Family Under the Bridge	Carlson	Harper & Row	1958
The Happy Orpheline	Carlson	Harper & Row	1957
The Leo Durocher Story	Schoor	Julian Messner, Inc.	1955
The Magic Finger	Dahl	Puffin	1993 (PB)
The Mummy Maker	Brelis	Harper & Row	1966
The Orphanlines in the Castle	Carlson	Harper & Row	1964
The Outsiders	Hinton	Viking Press	1967
The Prince and the Pauper	Twain	Harper & Row	1909
The Ringling Brothers: Circus Boys	Burt	Bobbs-Merrill	1958
The School as a Home for the Mind	Costa	Skylight Pub.	1991
The Vicksburg Veteran	Monjo	Simon & Schuster	1971
The Whipping Boy	Fleischman	Troll Assoc.	1986 (PB)
The Wish Giver	Brittain	Harper Trophy	1983
Tiger Eyes	Blume	Bradbury Press	1981
Understanding Writing	Newkirk/Atwell	Northeast Reg	1982
Very Hungry Caterpillar	Carle	Philomel	1987
What to Name the Cat	Kandel	Linden Press	1983
Winning Ways	Macy	Henry Holt	1996
World Almanac 2003		World Almanac Bks	2003
World's Most Popular Coins	Reinfeld	Sterling Publishing	1958

BOND RESOLUTION OF CHAPPAQUA CENTRAL SCHOOL DISTRICT, NEW YORK, ADOPTED DECEMBER 12, 2012, APPROPRIATING \$1,282,316 TO PAY THE DISTRICT'S SHARE OF THE COST OF THE RECONSTRUCTION OF, AND CONSTRUCTION OF IMPROVEMENTS TO, VARIOUS BOCES FACILITIES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF THE SOLE SUPERVISORY DISTRICT OF PUTNAM/NORTHERN WESTCHESTER COUNTIES ("BOCES"); STATING THE MAXIMUM COST OF SAID OBJECT OR PURPOSE IS \$16,944,701, OF WHICH THE DISTRICT'S SHARE HAS BEEN DETERMINED TO BE \$1,282,316 AND AUTHORIZING THE ISSUANCE OF \$1,282,316 SERIAL BONDS OF THE DISTRICT TO FINANCE SAID APPROPRIATION.

RECITAL

WHEREAS, the Chappaqua Central School District (the "District") is one of the eighteen component school districts of the Board of Cooperative Educational Services of the Sole Supervisory District of Putnam/Northern Westchester Counties ("BOCES") ; and

WHEREAS, the District has heretofore adopted a resolution authorizing the District to enter into a Joint Agreement (the "Joint Agreement") with the BOCES and the other seventeen component school districts of BOCES (the "Components") for the reconstruction of, and construction of improvements to, various BOCES facilities of the BOCES pursuant to §1950 of the Education Law, as more particularly in Exhibit 1 of the Joint Agreement (the "Project"); and

WHEREAS, the District, the BOCES, and the Components have, pursuant to the Joint Agreement, provided for, *inter alia*, the payment to the BOCES by each component school district of its respective proportionate share of the cost of the Project; the total cost of the Project is \$16,944,701 and the portion thereof to be paid by the District in accordance with the Joint Agreement is \$1,282,316; and

WHEREAS, it is now necessary to provide for the financing of such share;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF CHAPPAQUA CENTRAL SCHOOL DISTRICT (by a vote of not less than a majority of all the members of said Board of Education) AS FOLLOWS:

Section 1. The District hereby appropriates \$1,282,316 to pay its share of the cost of the Project; and said amount is hereby appropriated therefor. The plan of financing to pay the District's share includes the issuance of \$1,282,316 serial bonds of the District and the levy and collection of a tax upon all the taxable real property in the District in an amount sufficient to pay the principal of and interest on said bonds as they become due and payable.

Section 2. Serial bonds of the District in the principal amount of \$1,282,316 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") for the specific object or purpose described in Section 1 hereof.

Section 3. The following additional matters are hereby determined and declared:

(a) It is hereby determined that the period of probable usefulness applicable to the purposes for which said \$1,282,316 serial bonds are to be issued, pursuant to §1950 of the Education Law, is thirty (30) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the District for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent

with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the Board of Education relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This resolution shall take effect immediately and shall be published, in summary, by the District Clerk in one of the official newspapers of the District, together with a notice attached to such resolution in substantially the form as prescribed by §81.00 of the Law.

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Theresa Markley, District Clerk of the Chappaqua Central School District, in the County of Westchester, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said District duly called and held on December 12, 2012, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF,

I have hereunto set my hand and affixed the corporate seal of said District this ____ day of December, 2012.

(SEAL)

District Clerk

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on December 12, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Chappaqua Central School District, in the County of Westchester, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Theresa Markley

District Clerk

BOND RESOLUTION OF CHAPPAQUA CENTRAL SCHOOL DISTRICT, NEW YORK, ADOPTED DECEMBER 12, 2012, APPROPRIATING \$1,282,316 TO PAY THE DISTRICT'S SHARE OF THE COST OF THE RECONSTRUCTION OF, AND CONSTRUCTION OF IMPROVEMENTS TO, VARIOUS BOCES FACILITIES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF THE SOLE SUPERVISORY DISTRICT OF PUTNAM/NORTHERN WESTCHESTER COUNTIES ("BOCES"); STATING THE MAXIMUM COST OF SAID OBJECT OR PURPOSE IS \$16,944,701, OF WHICH THE DISTRICT'S SHARE HAS BEEN DETERMINED TO BE \$1,282,316 AND AUTHORIZING THE ISSUANCE OF \$1,282,316 SERIAL BONDS OF THE DISTRICT TO FINANCE SAID APPROPRIATION.

Object or purpose: to pay the District's share for the reconstruction of, and construction of improvements to, various BOCES facilities of the Board of Cooperative Educational Services of the Sole Supervisory District of Putnam/Northern Westchester Counties.

Period of probable

usefulness: thirty (30) years

Amount of

obligations

to be issued: not to exceed \$1,282,316

A copy of the entire bond resolution summarized above shall be available for public inspection during normal business hours at the office of the District Clerk, Chappaqua Central School District, 66 Roaring Brook Road, Chappaqua, New York.

Dated: December 12, 2012

Chappaqua, New York

RP 7121

State University of New York
Revocable Permit
Commercial Organizations
Occasional Users

THIS AGREEMENT, made this _____ Day of _____, 2012, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, hereinafter referred to as "State University", acting for and on behalf of the SUNY College at Purchase, hereinafter referred to as the ("College"), and, Chappaqua Central School District an organization having its principal place of business located at, 166 Roaring Brook Road, Chappaqua, NY 10514 hereinafter referred to as ("the Permittee").

WITNESSETH:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; hereinafter referred to as the ("activity"), and WHEREAS, State University has such facilities available at the College, and

WHEREAS, the parties desire to enter into an agreement whereby State University will make such facilities available to the Permittee for the event.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in "Attachment B" on the date(s) and at the times specified thereon.

1. State University shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in Attachment B, no telephone service shall be provided by State University to Permittee hereunder.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition.
3. Upon the prior written approval by State University, the Permittee may use other areas of the College Campus upon the same terms and conditions as provided herein.
4. In consideration of the facilities and services to be provided by State University as enumerated herein, the Permittee agrees to reimburse State University in accordance with the costs or services stipulated on the Attached Attachment "C" and any other extraordinary costs incurred by the College to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the College. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the College.
5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to State University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event, or may be caused by any of the persons involved in the event, whether or not directly caused by the Permittee.
6. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the event and agrees to remove any personnel involved in the event whose actions, or failure to act, shall in the sole judgment of State University, after consulting with the Permittee, be deemed to be detrimental to State University.
7. In addition to the authority of State University of New York under paragraph 21, if, in the judgment of State University, activities of any personnel in any way involved in the event should be such that State University, after consultation with the Permittee, shall determine that the continuation of the event for the then remaining period covered by this agreement shall be contrary to the best interest of State University, State University may terminate this agreement without liability of any kind whatsoever

therefor, and the Permittee and all personnel so involved shall be thereupon removed from State University premises.

8. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University and College regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the riders attached hereto and made a part hereof as "EXHIBIT "A" and Exhibit "A-1." If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.
9. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of State University to possession, pursuant to the Education Law, of the State controlled property to which this permit relates; nor shall the dominion and control by State University over the aid State property be in any way diminished.
10. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between State University and the Permittee regarding the use of the State controlled property to which this permit relates.
11. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the State controlled property to which this permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of State University.
12. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
13. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in Attachment B.
14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this permit relates, nor shall the name of the State of New York or the State University of New York be used by Permittee for any purpose without prior approval of the State University.
15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the People of the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, State University shall hold Permittee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the gross negligence of State University or its officers or employees when acting within the course and scope of their employment.
16. The Permittee agrees to provide evidence of appropriate insurance protection with limits not less than \$3,000,000 combined single limit (CSL) for bodily injury, \$3,000,000 for property damage, \$4,000,000 aggregate, which policy shall name and designate the State of New York, State University of New York and SUNY College at Purchase as "additional insured." A Certificate of Insurance complying with these requirements shall be furnished to the College in advance of the effective date of this Permit agreement. Such insurance shall remain in effect throughout the entire term of this Permit agreement.
17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the State of New York nor its officers and employees, and the State of New York, its officers and employees shall be relieved from any and all liability.

18. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO THE COLLEGE: Business Office
Purchase College/SUNY
735 Anderson Hill Rd.
Purchase, NY 10577

TO THE PERMITTEE: Mr. Steven Young
Chappaqua Central Schools
166 Roaring Brook Road
Chappaqua, NY 10514

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

19. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

20. The relationship of the Permittee to State University and the State of New York arising out of this agreement shall be that of independent contractor.

21. The permission hereby granted shall continue only during the pleasure of the State University of New York and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by registered mail, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate **July 31, 2013** any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

22. **PAYMENT** – User will be billed via email monthly for charges and payment is expected in full within 15 days of the date on the invoice. After 15 days, finance charges in the amount of 1.5% will be assessed on the unpaid balance. Please send payment to Janet Shaughnessy, Physical Education at Purchase College, 735 Anderson Hill Road, Purchase, NY 10577.

23. **PARTICIPATION/SUPERVISION:** To conduct recreational swims practices and meets for members of the Horace Greeley High School swim Team only. Additional sports and facilities may be used. User will supervise participants in all areas of the Physical Education facility. A certified lifeguard must be on the pool deck at all times. Certifications must be on file with Purchase College. If Horace Greeley does not have an accredited lifeguard, Purchase College can provide one for an additional \$12/hour charge. Any time Horace Greeley High School's pool times occur during a time when the Physical Education Building is normally closed, a building supervisor will need to be scheduled at a rate of \$30/hour. All injuries occurring in the Purchase College Physical Education facilities must be reported to Christopher Bisignano within 24 hours of occurrence and a written accident report should be submitted. University police may be called at any time for medical attention or ambulance service if necessary at (914) 251-6900. Purchase College has rules and regulations for pool use posted at both ends of the pool. It is the coach's responsibility to read these rules and ensure that their teams comply.

24. **PARKING:** All vehicles parking for events on campus must pay a fee negotiated through the Office of Parking and Facility Services. **Parking fees are waived at this time.** The lot behind the Physical Education facility is available for parking. The upper permit only lot is not available for parking. It is the User's responsibility to ensure that all participants park in appropriately designated lot and spaces. Participants may not park in handicapped spaces or other designated "no parking" spaces. Violators are subject to ticketing/towing at owners' expense.

25. Custodial services if needed will be billed at a rate of \$85 per hour.

26. University Police if needed will be billed at a rate of \$90 per officer per hour.
27. EQUIPMENT: Permittee will provide all their own equipment.
28. ALCOHOLIC beverages are prohibited. No food or drink allowed in the locker rooms or pool area. If pool area is not left clean by members of the Horace Greeley Swim team, custodial charges will be assessed at rates listed under #25 and under ATTACHMENT C.
29. SIGNAGE: All signs must be neat, posted in locations determined by Purchase College and removed immediately following each event. No signs may be attached to existing Purchase College signs.
30. ADDITIONAL CONSIDERATIONS: No food or drink permitted on the pool deck or in the locker rooms. No street clothing permitted on the pool deck. It is understood by User that there may be times during this agreement that the Purchase College pool may be closed down for cleaning and/or repairs. Except in emergency situations, Purchase College will notify User as far in advance as possible so they may make alternate plans for a training location. Purchase College will also try to schedule cleaning and repairs so as to minimize the disruption to User's training schedule. No one should swim unless supervised by a certified lifeguard. Any one who is not a member of the Horace Greeley High School Swim Team should not use the pool during these scheduled times. Horace Greeley High School may not use the diving boards unless permission is given by Purchase College Physical Education Department. If permission is given, all use will take place only with a certified diving coach present on deck. Lockers located in the locker room are for "daily" use only. Belongings may not be left in lockers over night. Purchase College is not responsible for any lost or stolen items. The members of the swim team must be supervised at all time including in the locker rooms.
31. SCHEDULING: Schedule for the Fall Swim season must be emailed by JULY 1, 2012. Any requests for changes after that point must be done via email. Please include beginning and ending times for each date including swim meets. Please include any warm up times for all participants in your request for that day to avoid double booking the pool. If Horace Greeley is requesting lifeguards, at least a 48-hour notice must be provided.
32. CANCELLATIONS/CLOSURES: If User needs to cancel on any one date, they must do so by giving a 48-hour notice by email to chris.bisignano@purchase.edu. If this does not occur, User will be charged for the date. In the event of thunder/lightning, all team members and coaches must leave the pool area and return to the locker rooms until the storm has passed. (At least 20 minutes from the last heard thunder or seen lightning).
33. SWIM MEETS: Price quoted in Addendum C for timing system includes set up and staff to run the system. Lifeguard staff are extra at prices in Addendum C. Times requested for meets must include warm up times for all teams participating. Lifeguard staff requests must be made 48-hours in advance.
34. Turf Field: There are to be no metal cleats worn on the turf field. No eating or drinking except for water on the turf field. This includes sunflower seeds, chewing tobacco and gum. No spectators are permitted on the field. No Smoking in or around the turf field. ALL TURF FIELD SPACE BOOKED WILL BE BILLED EXCEPT FOR POOR WEATHER CANCELLATIONS.
35. WEATHER RELATED ISSUES: In the event of inclement weather or poor field conditions, Purchase College reserves the right to cancel activity to prevent field damage. It is the responsibility of the User to leave playing fields during thunder/lightning storms. It is the responsibility of the User to cease play if field damage is occurring due to inclement weather or other circumstances. The user will be responsible to reimburse the College for any damages occurred to the fields.
36. EMERGENCY PROCEDURES: In the event of an emergency, University Police can be contacted at ext (914) 251-6911. Do not dial 911 as it will not reach campus police. The Physical Education Department has an AED on each of the four floors of the facility. Please stop by the Equipment Center to speak with the Supervisor on Duty for exact locations of all AEDs. AEDs are not available at outdoor facilities. If User requires AEDs during their event, they must provide them. The Physical Education Department does not provide Athletic Trainers unless specifically requested prior to event.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and the State University has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK

By: _____
Judith J. Nolan
Chief Financial Officer and Vice President
of Operations

By: _____
Official Representative of Permittee



Date _____ 20____

Date _____ 20____

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, 20____, before me
personally came _____,
to me known and known to me to be the person described in and who executed the foregoing
instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, 20____, before me
personally came _____,
to me known and known to me to be the person described in and who executed the above instrument,
who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the
firm of _____

_____ and that he/she executed the foregoing instrument
in the firm name of _____

_____, and
that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed
the same as the act and deed of said firm of _____

_____, for the uses and purposes mentioned therein.

Notary Public

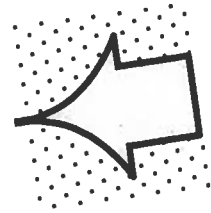
ACKNOWLEDGEMENT BY CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, 20____, before me
personally came _____, to
me known, who being duly sworn, did depose and say that he/she resides in
_____, that he/she is the _____
_____ of the _____

_____, the corporation described in and which executed the foregoing instrument; that he/she knows the
seal of the said corporation; that the seal affixed to said instrument is such corporate seal, that it was
so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her
name thereto by like order.

Notary Public



NOTARIZE

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

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

2. PROHIBITION AGAINST ASSIGNMENT
Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, if this contract is for (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing or (vii) goods for state university health care facilities, including contracts for goods made with joint or group purchasing arrangements, approval by the New York State Office of the Comptroller ("OSC") shall not be required.

(b) OSC approval is required for all other services contracts where (i) the contract is not listed in Section (3)(a) above and is made by a State University campus or health care facilities certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$250,000; (b) the contract not listed in Section (3)(a) above and is made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$50,000; (c) the contract not listed in Section (3)(a) above and is made by a health care facilities not certified by the Vice Chancellor and Chief Financial Officer and the contract's value exceeds \$75,000; (d) if this is an amendment for any amount to a contract not listed in Section (3)(a) above and as so amended, exceeds the statutory amounts, (e) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon SUNY until it has been approved by the State Comptroller and filed in the Comptroller's office.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to SUNY must include the payee's Identification

number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in

Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a

country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer

programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as

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

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

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. **DEFINITIONS.** The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to, the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a Contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a Contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of Contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, (\$3,500,000.00) as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the DMWBD for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. **TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University):

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction Contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or

other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of New York State Department of Economic Development, Division of Minority and Women Business Development (DMWBD) shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

2. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the

federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether Internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards

meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the

foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of _____ percent (____%) for Certified Minority-Owned Business Enterprises and _____ percent (____%) for Certified Women-Owned Business Enterprises.

6. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether

Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

7. DAMAGES FOR NON COMPLIANCE. In the event that the Contractor willfully or intentionally fail to comply with the minority and women owned enterprises participation requirements set forth in the regulations promulgated by the DED as it applies to this State Contract, the Contractor shall be liable

to pay to the University as COMPENSATORY DAMAGES, NOT AS PENALTY a sum of money to cover the actual cost incurred by the University for personnel, supplies and overhead for establishing, monitoring, and reviewing minority and women owned business enterprise programmatic goals and affirmative action and equal opportunity in connection with this State Contract. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

ATTACHMENT B
State University of New York
Revocable Permit
Occasional Users

Chappaqua Central School District
Name of Permittee

The following facilities and services will be provided by the College to the above-named Permittee on:
Upon approval – July 31, 2013

Pool
Mondays – Fridays between the
Hours of 3pm and 7pm

(Exact schedule due via email July 1, 2012
Failure to provide schedule will result in delay of start time)

6 lanes of pool

Diving between 3:00 and 4:30 pm
Monday – Friday as available

Locker Rooms will also be provided for changing purposes.

Other facilities may be booked on an as available basis.

ATTACHMENT C
State University of New York
Revocable Permit
Occasional Users

Chappaqua Central School District
Name of Permittee

The Permittee agrees to compensate the College in the estimated amount of \$9,500 for the use of the facilities described in Attachment B. This compensation was determined on the following basis:

INDOORS:

\$125/hour for 6 lanes of the pool

\$250 for touch pad system

\$50/hour for diving well

Lifeguard (If needed at \$12/hour per lifeguard)

\$75/hour for one basketball court for practices

Facility Supervision at \$30/hour

OUTDOORS:

Turf Field Practices:

\$150/hour without lights

\$200/hour with lights

Turf Field for Game

Without lights: \$400

With Lights: \$500

Grass Fields for practices:

\$75/hour

Grass Field for a game: \$200

FIELD SUPERVISION:

Flat \$10/hour when a field

Supervisor is on duty

Custodial services if needed will be billed at a rate of \$85 per hour.

University Police if needed will be billed at a rate of \$90 per officer per hour

Additional fees for services provided by Purchase College Facilities Management and University Police are separate, and will be billed after the event (if applicable).

DOBBS FERRY UNION FREE SCHOOL DISTRICT
505 BROADWAY
DOBBS FERRY, NY 10522

2012-2013
Contract for Health & Welfare Services

THIS AGREEMENT made this 1st day of September 2012, by and between the Board of Education of
CHAPPAQUA CSD and the Board of Education of the DOBBS FERRY UFSD,
Town of Greenburgh, County of Westchester, New York.

WITNESSETH, that whereas the School District of Residence is duly empowered by the provision of
Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare
services to the children residing in said school district and attending non-public schools in the DOBBS
FERRY UFSD, to begin on September 1, 2012 and to end June 30, 2013.

NOW, THEREFORE, the School District of Residence agrees to pay the DOBBS FERRY UFSD a sum of
\$1,057.38 per pupil for health and welfare services provided to 8 student(s) residing in the District of
Residence and attending non-public schools in the DOBBS FERRY UFSD.

And the DOBBS FERRY UFSD hereby agrees with the School District of Residence that the health and
welfare services provided shall consist of the following, including but not limited to: annual medical
inspection, school nursing services, vision and hearing tests, examination for employment certificates,
notification of parents regarding defects and follow-up, first-aid care instructions for school emergencies,
psychological and psychiatric services and social counseling services.

The party of the second part will also furnish, including but not limited to, the following equipment to be
used in providing such services as requested by the authorities in charge of the non-public school: scales,
vision and hearing devices and health record forms.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and the year written above.

DISTRICT OF RESIDENCE

CHAPPAQUA CENTRAL SCHOOL DISTRICT

Name: School District of Residence

P.O. Box 21, CHAPPAQUA NY 10514

Address: School District of Residence

President: Board of Education

Clerk: Board of Education

APPROVAL – SUPERINTENDENT, DISTRICT OF RESIDENCE
I have examined the above contract and hereby approve of same.

Superintendent: District of Residence

DOBBS FERRY UNION FREE SCHOOL DISTRICT

[Signature]
President: Board of Education

[Signature]
Clerk: Board of Education