

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA**
Wednesday, January 16, 2013
RESCHEDULED for THURSDAY, January 24, 2013
due to storm

Horace Greeley High School

Convene public meeting at 7:00 p.m., which we anticipate will go into Executive Session to discuss negotiations, the employment history of a particular person, and a legal issue.

Reconvene: 8:15 pm.

Presentation: Budget Process

1. Information

1.1 President's Report

1.1.1 WPSBA Legislative Advocacy Report

1.1.1.a Resolution on high stakes testing

1.1.2 Conflict with May 22 board meeting date.

1.1.3 Mandate Relief Report

1.2 Superintendent's Report

1.2.1 Douglas Grafflin Elementary School Principal Search

1.2.2 Update on safety

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

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

3. Approvals

3.1 Minutes of December 12, 2012

3.2 Minutes of December 4, 2012 Joint Town/School Boards

4. Recommended Action: Personnel

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":

Mario Gutierrez, and
Normearleasa Thomas.

Resolution:

"BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as AP proctors to be employed on an "as needed" basis effective for the 2012/2013 school year, or earlier at the discretion of the Board of Education":

Barbara Brandfon,
Lynne Brennan,

Joan Handwerger,
Elaine Krim,

Kimberly Perham,
Paula Petito,

Charles Buchanan,
Rita Campana,
Jean Cross,
Gabrielle Giordano,
Lizabeth Haas,

Elisa Leitao,
Carol Madole,
Suzann Michel,
Noah Mitchell,
Raquel Moskowitz-Grey,

Beth Quinn,
Joan Salamone,
Barbara Scheine,
Giselle Weiss, and
Florence Zelenko.

Request for Discretionary Leave of Absence:

Mr. Anthony Castaneda, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective January 2, 2013 through January 3, 2013.

Request for Child Care Leave of Absence:

Ms. Jamie Hariegel, Teacher of Special Education, Robert E. Bell Middle School, effective January 2, 2013 through February 8, 2013.

Ms. Kalliopi Sherwood, Teacher of Elementary Education, Westorchard Elementary School, effective January 10, 2013 through June 30, 2013.

Appointment: Regular Substitute

Mr. Anthony Castaneda, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective September 14, 2012 through June 30, 2013 (or earlier at the discretion of the Board of Education).

Appointment: Coaching

Mr. Daniel Hall, 7-8th Grade Wrestling, Seven Bridges Middle School, effective December 2, 2012 through March 1, 2013 (or earlier at the discretion of the Board of Education).

4.2 Non-instructional

Leave of Absence:

Deborah Kanuk - Secretary to School Administrator at Horace Greeley High School, has requested a leave of absence, without pay, effective January 18, 2013 through February 1, 2013.

5. Recommended Action: Other

- 5.1 Approve CSE summaries reported to the Board on January 11, 2013.
- 5.2 Approve agreement with Pleasantville Union Free School District to provide instructional services for four Chappaqua students attending public schools in Pleasantville UFSD, effective for the 2012-13 school year, at an annual rate of \$53,600 per student, plus additional services as indicated in each contract..
- 5.3 Approve agreement with White Plains City School District to provide instructional services for Chappaqua students attending public schools in White Plains CSD, effective for the 2012-13 school year, at an annual rate of \$278.28 per day, plus additional therapeutic services at a rate of \$15,762.06 per academic school year.
- 5.4 Agreement with Greenburgh Central School District No. 7 for health and welfare services for four Chappaqua students attending non-public schools in Greenburg 7, at an estimated sum of \$899.03 per pupil, effective September 4, 2012 - June 21, 2013.
- 5.5 Approve agreement with Pitney Bowes for postage meter for Bell Middle School - savings of \$16/month, effective 11-28-2012 for 51 months. (Tabled from 11-28-2012)
- 5.6 Approve a unanimous gift of 14 shares of Exxon Mobil stock in the amount of \$1,194.79 to the Horace Greeley High School music programs, half will go to the Chorus/Madrigal Choir and half to the Symphonic Band/Stage Band program.
- 5.7 Approve transfer/reassignment of Medicaid services from Cost Management Services to Sivic Solutions Group who has taken over the services from Cost Management in New York

State, effective January 1, 2013.

6. Facilities

6.1 Facilities report

6.1.1 Report on Board tours: Wednesday, December 19, 2012 - Seven Bridges and Westorchar.

7. Financials

7.1 Expense Report - December 2012

7.2 Revenue Report - December 2012

7.3 Treasurer's Report - December 2012

7.4 Bid #877 - High School Gym Roof - Laumar Roofing - \$332,000.

Whereas, the Board of Education invited sealed proposals for High School Gym Roof
Whereas, the bid submitted by Saltnaam International Construction Corp, the lowest bidder was not in compliance with the bid specifications in that they did not furnish the required bid security; in addition, the second lowest vendor Sony NY Management & Construction Corp, also was not in compliance with the bid specification in that they did not provide proof that they are authorized by the roofing system manufacturer as a certified installer.

WHEREAS, the third lowest bidder Laumar Roofing, has complied with such bid specifications;

THEREFORE, be it resolved the Board determines that the failure of Satnaam International Construction Corp. as well as Sony NY Management & Construction Corp. to meet the requirements set forth in the bid specifications, as set forth herein, constitutes a material deviation from the bid specification and, therefore rejects such bid; and

BE IT FURTHER RESOLVED, the Board hereby awards the bid for the for the High School Gym Roof to Laumar Roofing, the lowest responsive and responsible bidder for the following amounts:

Total Base Bid : \$185,000.00

Alternate Bid : \$147,000.00

BE IT FURTHER RESOLVED, that the Board authorizes the Board President to execute a contract with Laumar Roofing Co. for the 2012-2013 school year, a copy of which is incorporated by reference into the minutes of this meeting.

8. Notice of Future Meetings -

Wednesday, January 30, 2013 at Horace Greeley High School

6:00 p.m. Board/Administrator Retreat -

8:15 p.m. Board Meeting

Presentations: The Flipped Classroom
Student Sharing Work (changed)

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

- 1.0 Superintendent's Report
 - 1.2.3 Proposed 2013-14 calendar

- 4.1 Recommended Action Personnel: Instructional

Appointment: Probationary

Ms. Lauralyn Stewart, Teacher of Physical Education, Horace Greeley High School, effective January 28, 2013.

Appointment: Regular Substitute

Ms. Alyssa Sibio, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective January 18, 2013 through June 30, 2013 (or earlier at the discretion of the Board of Education).

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
EDUCATION CENTER
HUMAN RESOURCES OFFICE**

MEMORANDUM

TO: Lyn McKay

FROM: Andrew Selesnick

DATE: January 17, 2013

RE: Personnel Recommendations for Board of Education Agenda,
January 16, 2013 **Addendum**

The following instructional staff recommendations are presented for Board consideration and approval at the January 16, 2013 meeting.

Appointment: Probationary

Ms. Lauralyn Stewart, Teacher of Physical Education, Horace Greeley High School, effective January 28, 2013, Step 1, D(BA+90) with Masters, \$81,828, prorated.

Appointment: Regular Substitute

Ms. Alyssa Sibio, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective January 18, 2013 through June 30, 2013 (or earlier at the discretion of the Board of Education), \$21,256, prorated.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
Education Center

PROBATIONARY APPOINTMENT RECOMMENDATION

NAME: Lauralyn Stewart

ADDRESS: 121 Stony Brook Road
Fishkill, New York 12524

POSITION: Teacher of Physical Education

SCHOOL: Horace Greeley High School

REPLACING: William Tribou

PROBATION: Two Years

TENURE AREA: Physical Education

SALARY: \$81,828, prorated

STEP: 1

SCHEDULE: D(BA+90) with Masters

EFFECTIVE DATE OF APPOINTMENT: January 28, 2013

RECOMMENDED BY: Dr. Marilyn McKay, Mr. Andrew Selesnick & Mr. Robert Rhodes

COLLEGE EDUCATION: SUNY at Cortland B.S. Physical Education
SUNY at Albany B.S. Education

CERTIFICATION AREA: New York State Professional Certification: Physical Education
New York State Initial Certification: Health

TEACHING EXPERIENCE: Katonah-Lewisboro School District
9/12 - 1/13 Regular Substitute Physical Education Teacher
9/06 - 6/12 Teacher of Physical Education

DATE OF BOARD ACTION: January 16, 2013

CHAPPAQUA CENTRAL SCHOOL DISTRICT
Education Center

REGULAR SUBSTITUTE APPOINTMENT RECOMMENDATION

NAME: Alyssa Sibio

ADDRESS: 327 Sherman Avenue
Hawthorne, New York 10532

POSITION: Regular Substitute Teaching Assistant

SCHOOL: Seven Bridges Middle School

REPLACING: Beth Connors

SALARY: \$21,256, prorated

EFFECTIVE DATE OF APPOINTMENT: January 18, 2013 through June 30, 2013

RECOMMENDED BY: Dr. Marilyn McKay, Mr. Andrew Selesnick & Mr. Greg Stiefel

COLLEGE EDUCATION: University of Miami B.A. Psychology
Iona College M.S. Childhood & Special Education

CERTIFICATION AREA: New York State Initial Certification: Childhood Education 1-6
New York State Initial Certification: SWD 1-6

TEACHING EXPERIENCE: 9/12 - 12/13 New Rochelle City School District
Teacher of Elementary Education
2/12 - 6/12 New Rochelle City School District
Permanent Substitute Teacher

DATE OF BOARD ACTION: January 16, 2013

Westchester Putnam School Boards Association (WPSBA)

NOTE: This WPSBA resolution is modeled on the resolution passed by more than 819 Texas school boards as of October 2, 2012 (and hundreds of districts/organizations nationwide). We encourage school districts and organizations to publicly discuss and pass this NYS resolution as well as the National resolution (link below). You should modify this resolution as needed to reflect local concerns, while also endorsing the National version.

Chappaqua Central School District

RESOLUTION ON HIGH-STAKES TESTING

WHEREAS, our nation's and New York State's future well-being relies on a high-quality public education system that prepares all students for college, careers, citizenship and lifelong learning, and strengthens the nation's social and economic well-being; and

WHEREAS, our nation's school systems have been spending growing amounts of time, money and energy on high-stakes standardized testing, in which student performance on standardized tests is used to make major decisions affecting individual students, educators and schools; and

WHEREAS, the overreliance on high-stakes standardized testing in state and federal accountability systems is undermining educational quality and equity in U.S. public schools by hampering educators' efforts to focus on the broad range of learning experiences that promote the innovation, creativity, problem solving, collaboration, communication, critical thinking and deep subject-matter knowledge that will allow students to thrive in a democracy and an increasingly global society and economy; and

WHEREAS, it is widely recognized that standardized testing is an inadequate and often unreliable measure of both student learning and educator effectiveness; and

WHEREAS, the over-emphasis on standardized testing has caused considerable collateral damage in too many schools, including narrowing the curriculum, teaching to the test, reducing love of learning, pushing students out of school, driving excellent teachers out of the profession, and undermining school climate; and

WHEREAS, high-stakes standardized testing has negative effects for students from all backgrounds, and especially for low-income students, English language learners, children of color, and those with disabilities; and

WHEREAS, the culture and structure of the systems in which students learn must change in order to foster engaging school experiences that promote joy in learning, depth of thought and breadth of knowledge for students; therefore be it

RESOLVED that Chappaqua Central School District calls on Governor Cuomo, Commissioner King, the State legislature, and the Board of Regents to reexamine public school accountability systems in this state, including the Annual Professional Performance Review (APPR) and to develop a system based on multiple forms of assessment which does not require extensive standardized testing, more accurately reflects the broad range of student learning, and is used to support students and improve schools; and

RESOLVED, that that Chappaqua Central School District calls on the U.S. Congress and Administration to overhaul the Elementary and Secondary Education Act (currently known as the "No Child Left Behind Act"), reduce the testing mandates, promote multiple forms of evidence of student learning and school quality in accountability, and not mandate any fixed role for the use of student test scores in evaluating educators.

To endorse the National (Texas) resolution, go to: www.timeoutfromtesting.org/nationalresolution

PROPOSED:

**Chappaqua Central School District Calendar
2013/2014 SCHOOL CALENDAR**

S	M	T	W	T	F	S
<i>July</i>	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

<i>August</i>				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	<u>29</u>	30	31

+ 1 staff dev

8/29 - Staff Dev. Day

S M T W T F S

September

1	<u>2</u>	3	4	<u>5</u>	<u>6</u>	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

		1	2	3	4	5
6	7	8	9	10	11	12
13	<u>14</u>	15	16	17	18	19
20	21	22	23	24	<u>25</u>	26
27	28	29	30	31		

November

				1	2	
3	4	<u>5</u>	6	7	8	9
10	<u>11</u>	12	13	14	<u>15</u>	16
17	18	19	20	21	<u>22</u>	23
24	25	26	<u>27</u>	<u>28</u>	<u>29</u>	30
11/28-29 Thanksgiving Recess						

December

1	2	3	4	5	6	7
8	9	10	11	12	<u>13</u>	14
15	16	17	18	19	20	21
22	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	28
29	<u>30</u>	<u>31</u>				

January

			<u>1</u>	<u>2</u>	<u>3</u>	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	<u>20</u>	21	22	23	24	25
26	27	28	29	30	31	

Total Days

181 student days
+ 3 staff dev days + 1 Aug.
185 days

DRAFT

S M T W T F S

February

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22
23	24	25	26	27	28	

2/17- 21 Winter Recess
2/17 Presidents Day
15 student days

March

						1
2	3	4	5	6	<u>7</u>	8
9	10	11	12	13	14	15
16	17	18	19	20	<u>21</u>	22
23	24	25	26	27	28	29
30	31					

3/7 Early Dismissal Staff Dev.
3/21 Staff Dev. Day
(20 student days + 1 Staff Dev)

April

			1	2	3	<u>4</u>	5
		6	7	8	9	10	11
13	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	19	
20	21	22	23	24	25	26	
27	28	29	30				

4/4 Early Dismissal Staff Dev.
12
4/14 - 18 Spring Recess
(17 student days)

May

					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	<u>23</u>	24	
25	<u>26</u>	27	28	29	30	31	

5/23-26 Memorial Day w/e
20 student days

June

1/1-3 New Year's Day/Recess	1	2	3	4	5	6	7
1/6 Schools Reopen	8	9	10	11	12	13	14
1/20 Martin Luther King Day	15	16	17	18	19	20	21
(19 student days)	22	23	24	25	<u>26</u>	27	28
	29	30					

6/17-25 Regents Exams Begin
6/26 Regents Rating/Last Day
(19 student days)

Please note: If school cancellation during the year causes student days to fall below the state requirement, the "make-up" days will be scheduled in this order. May 23, February 21, 20, April 14, 15, 16 and 17, 2014

EARLY dismissal ALL: November 27, December 13, March 7, April 4 - Elem: 1:15; Bell/SB: 12:05; HG: 12:30pm.

EARLY dismissal - November 15, 22 Elem Conf. Days ONLY, Elem. 12:15p.m.; (Middle & High School regular dismissal)

tm

adopted by the Board of Education: DATE

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: December 12, 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 6:45 p.m. Alyson Kiesel moved to enter into Executive Session for the purpose of discussion of a special education issue, labor negotiations, the employment history of a particular person, 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 and moved to reconvene the public session at 8:25 p.m. Alyson Kiesel seconded. The motion passed unanimously. She introduced Superintendent Dr. Lyn McKay to begin the presentations.

Dr. McKay noted the teaching and learning question, "How can the District ensure that all students think deeply, support their thinking, apply problem-solving skills, and actively participate in their learning as they acquire content knowledge?"

Do we see students: generating ideas rather than reporting? generating questions and solving problems? making choices and monitoring their own learning? Dr. McKay introduced Assistant Superintendent for Curriculum Eric Byrne to report that thinking skills are measurable and on the progress the district has made in measuring these skills.

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

Mr. Byrne introduced staff developers Ginger Hanlon, Josh Block, Chris Louth, Karen McNally, and Mary Ford who worked with about 30 administrators and teachers over the past year to develop the

assessment design process that would connect the Strategic Question to the Chappaqua Thinking Standards.

The staff developers explained what sort of measures would help them see what are complex standards. These are difficult to measure with a simple, direct paper and pencil test. Assessment that is a performance assessment is a test that engages student in a "real world" task requiring use of key skills to communicate and apply knowledge. A student observes, comes up with data, evidence from conclusions and then writes and submits findings. This process should apply to all subjects utilizing these complex thinking skills. A key piece is the ability to make revisions based on feedback to produce cause and measured learning. Practicing these learning skills as they are being assessed, created a continuum of standards and indicators. These skills play out over different grade levels. The assessment design process affected collegial work.

The staff developers have been working with physical education teacher, Mike McNeese, music teacher Maureen Callan, and art teachers Carolyn Ellwood and Zach Arnold who each discussed how these assessments were implemented within their own subject and the level of satisfaction obtained by being able to immerse themselves in the learning process with the students and to see measurable skills emerge.

Extending the Elementary Day

Dr. McKay stated that next school year, 2013-14, the elementary school day will be extended from 8:45a.m. to 3:15p.m. by one half hour. We have had a team of teachers and administrators who worked with Michael Rettig to develop the schedule in line with national and local schools. It was presented at Roaring Brook Elementary School on November 13. There was a very nice turnout.

Eric Byrne noted that it was not without problems coordinating the instructional day, with specials, support services and finding a common planning time for all grade levels. He presented a sample schedule, highlighted the positive changes in extra time for programs and also noted a loss in art of 4-7 hours for the year across the schedule. There is an increase in instructional hours for students and a decrease in assembly programs, but he added reassurance that some of those great programs we have had in the past will be continued. No transportation problems are anticipated.

1. Information

1.1 President's Report

1.1.1 Joint School/Town Boards meeting

President Tipp reported it was a very good step forward to meet with the town. Randall Katchis and Jeffrey Mester work with the Facility Planning and Emergency Planning Committees in the town and there may be more opportunities to appoint liaisons in the future. We didn't have enough time to discuss mandates. We also know that we have some unfunded mandates that do not affect the town.

1.1.2 WPSBA Legislative Advocacy Report

President Tipp was not able to attend but received information that topics included high impact testing, focus on no new mandates but any proposed mandates should be subject to impact, local input, and special act school districts who do not have taxes, pension reform, triborough amendment, etc. The school board association wants to whittle the list to five priority issues and will keep us updated.

Dr. McKay stated that the superintendents have been discussing the effect of mandates on budgets and it has been estimated that 9% of school districts in the state will be insolvent in two years, and 42% insolvent in 4 years.

1.2 Superintendent's Report

1.2.1 Douglas Grafflin Elementary School Principal Search

Dr. McKay reported on the process for the principal search to begin in January with advertisements in the newspapers and the development of a search committee composed of teachers, administrators, support and custodial staff, and parents.

Dr. McKay also reported on a number of good news regarding student achievements, praising the very strong wrestling team, the Math League who is the highest in the state after two rounds, and especially noting Greeley seniors, Jiayi Peng and Sasha Zemsky, two of only six high school students from across the nation who advanced to the national finals and semi-finals respectively of the 2012 Siemens Competition in Math, Science and Technology.

She also commented on the number and quality of holidays concerts and choral groups she attended in the past few weeks.

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**

- 2.1 President Tipp gave a reading of the Draft Policy - Referral to Committee on Special Education (CSE).

3. **Approvals**

Alyson Kiesel moved to approve the minutes of November 28 2012. Randall Katchis seconded. The motion passed unanimously.

- 3.1 Minutes of November 28, 2012

4. **Recommended Action: Personnel**

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

4.1 **Instructional**

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

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":

Anne Kelly, Jonathan Koshar, and Samantha Saraniti.

Request for Extension of Child Care Leave of Absence:

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

Request for Child Care Leave of Absence:

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

Alyson Kiesel moved to approve the recommendations. Karen Visser seconded. The motion passed unanimously.

4.2 **Non-instructional**

5. **Recommended Action: Other**

- 5.1 Karen Visser moved to approve CSE summaries reported to the Board on December 7, 2012. Randall Katchis seconded. The motion passed unanimously.
- 5.2 Randall Katchis offered the following 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." Victoria Tipp seconded. The motion passed unanimously.
- 5.3 Victoria Tipp offered the following 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." Karen Visser seconded.
- 5.4 Randall Katchis offered the 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.

"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 Victoria Tipp and duly put to a vote on roll call, which resulted as followed: Tipp, Kiesel, Mester, Katchis, and Visser voted in favor of the resolution. There were no negative votes. The resolution was adopted.

- 5.5 Alyson Kiesel moved to approve contract with Purchase University for use of swimming pool per contract rates, effective January 1- July 31, 2013. Randall Katchis seconded. The motion passed unanimously.
- 5.6 Randall Katchis moved to 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. Alyson Kiesel seconded. The motion passed unanimously.

6. Facilities

6.1 Facilities report

- 6.1.1 Jeffrey Mester and Randall Katchis reported briefly on Board tours: Wednesday, December 5, 2012 - Grafflin and Bell; Friday, December 7, 2012 - Horace Greeley and Roaring Brook. Buildings are in good shape, projects progressing and Joe Gramando and his crew continue to do a great job of maintaining the buildings. President Tipp also commented on the level of skilled workmen the district employs who are able to help save on repair costs.

7. Financials

Karen Visser moved to accept financial reports listed, 7.1-7.4. Alyson Kiesel seconded. The motion passed unanimously.

- 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. President Tipp gave 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

At 10 :55p.m., Alyson Kiesel moved to adjourn the public session and reconvene in Executive Session to continue discussion on a legal issue. Randall Katchis seconded. The motion passed unanimously.

At 11:40 p.m Randall Katchis moved to adjourn Executive session and reconvene public session for the purpose of adjourning the meeting. Alyson Kiesel seconded. The motion passed unanimously.

Respectfully submitted,

Theresa Markley
District Clerk/Admin. Asst. to Superintendent

Victoria Tipp
Board President

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
Chappaqua, New York**

Date: December 4, 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

Joint Meeting: New Castle Town/Chappaqua School Boards

Town Board members: Town Supervisor Susan Carpenter, Deputy Town Supervisor Elise Mottel, John Buckley, Robin Stout, Jason Chapin and Town Administrator Penny Paderewski.

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. Karen Visser moved to enter Executive Session to discuss emergency preparedness and legal issues. Randall Katchis seconded. The motion passed unanimously. Randall Katchis moved to adjourn the Executive Session at 7:54 p.m. and Karen Visser seconded. The motion passed unanimously.

President Tipp welcomed the Town Board and introduced the members of both boards. She reconvened the meeting with Town Board at 7:56 p.m. President Tipp noted that the two boards have collaborated on previous issues and hope that more opportunities will allow continued collaboration on issues that effect both town and school boards.

A detailed discussion of the following topics ensued.

1. **Emergency Response Plan**
 - 1.1 Utilities: Outreach Plan For Service
 - 1.2 Infrastructure Plan
 - 1.2.1 Shelters
 - 1.2.2 Tree Maintenance
 - 1.2.3 Power Line Placement
 - 1.3 Communications Coordination

Supervisor Carpenter initiated a discussion of the Emergency Response Plan beginning with the Town outreach plan that Elise Mottel and Penny Paderewski have been working on to improve the town's response to emergencies such as the recent super storm Sandy that devastated much of the east coast. Ms. Mottel reported on a meeting with Con Ed representatives and town officials to discuss improving communications and assignment of workers to areas of need. Many of the local municipalities share the same complaints. Repair teams were deployed, but because out of town crews were not familiar with the area, workers had to wait for directions to the area in need. Some repair of electrical lines can be done remotely but de-energizing downed lines must be done physically before trees can be removed. The town is also working on better communication systems with residents. Both boards acknowledged the positive coordination of services between town and school during the storm. President Tipp thanked the town for allowing the district to be part of the center for emergency services.

2. **Town Commercial Base**

President Tipp noted that a lack of commercial development has caused a lot of difficulty for both boards. The district and town have mandated costs that are rising much faster than tax caps can keep up with. Discussion included structures at Bell School, school-owned parcels, and Chappaqua Crossings proposed changes. The town is now working on an update to the Master Plan first developed in 1989.

3. **Unfunded and Underfunded Mandates**

There was not enough time to discuss mandates. The town board was holding their regular meeting at the town offices and had to leave.

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.

4. President Tipp gave 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

5. Adjournment

President Tipp thanked the town board for joining the school board in this discussion of collaborative issues. Both boards agreed to continue to work towards common ground on issues.

At 9:00 p.m., Alyson Kiesel moved to adjourn. Karen Visser seconded. The motion passed unanimously.

Respectfully submitted,

Theresa Markley
District Clerk/Admin. Asst. to Superintendent

Victoria Tipp
Board President

tm

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
EDUCATION CENTER
HUMAN RESOURCES OFFICE**

MEMORANDUM

TO: Lyn McKay

FROM: Andrew Selesnick

DATE: January 9, 2013

RE: Personnel Recommendations for Board of Education Agenda,
January 16, 2013

The following instructional staff recommendations are presented for Board consideration and approval at the January 16, 2013 meeting.

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”:

Mario Gutierrez, and
Normearleasa Thomas.

Resolution:

“BE IT RESOLVED that, the Board of Education hereby appoints the individuals listed as AP proctors to be employed on an “as needed” basis effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education”:

Barbara Brandfon,	Joan Handwerger,	Kimberly Perham,
Lynne Brennan,	Elaine Krim,	Paula Petito,
Charles Buchanan,	Elisa Leitao,	Beth Quinn,
Rita Campana,	Carol Madole,	Joan Salamone,
Jean Cross,	Suzann Michel,	Barbara Scheine,
Gabrielle Giordano,	Noah Mitchell,	Giselle Weiss, and
Lizabeth Haas,	Raquel Moskovitz-Grey,	Florence Zelenko.

Request for Discretionary Leave of Absence:

Mr. Anthony Castaneda, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective January 2, 2013 through January 3, 2013.

Request for Child Care Leave of Absence:

Ms. Jamie Hariegel, Teacher of Special Education, Robert E. Bell Middle School, effective January 2, 2013 through February 8, 2013.

Ms. Kalliopi Sherwood, Teacher of Elementary Education, Westorchard Elementary School, effective January 10, 2013 through June 30, 2013.

Appointment: Regular Substitute


Mr. Anthony Castaneda, Regular Substitute Teaching Assistant, Seven Bridges Middle School, effective September 14, 2012 through June 30, 2013 (or earlier at the discretion of the Board of Education), \$21,256, prorated.

Appointment: Coaching

Mr. Daniel Hall, 7-8th Grade Wrestling, Seven Bridges Middle School, effective December 2, 2012 through March 1, 2013 (or earlier at the discretion of the Board of Education), Step 1, \$4,428, prorated.

January 16, 2013
Encl.# 4.2

**Chappaqua Central School District
Education Center
66 Roaring Brook Road
Chappaqua, New York 10514**

To: Board of Education
From: John Chow 
Date: January 16, 2013
Subject: Non-Instructional Personnel

LEAVE OF ABSENCE

Deborah Kanuk - Secretary to School Administrator at Horace Greeley High School, has requested a leave of absence, without pay, effective January 18, 2013 through February 1, 2013.

<u>ID</u>	<u>Year</u>	
602413	2012-13	
602044	2012-13	
700965	2012-13	Ineligible
602556	2012-13	
602610	2012-13	Ineligible
602218	2012-13	
700105	2012-13	Ineligible
602693	2012-13	Ineligible
701825	2012-13	
700676	2012-13	
702059	2012-13	CPSE
700087	2012-13	
700911	2012-13	
601960	2012-13	
701811	2012-13	CPSE
600359	2012-13	Ineligible
701822	2012-13	CPSE
600696	2012-13	
510054	2012-13	
701073	2012-13	
702036	2012-13	
00573	2012-13	
700458	2012-13	
602348	2012-13	
00467	2012-13	
601444	2012-13	
602800	2012-13	
702209	2012-13	Declassified
600187	2012-13	
701458	2012-13	
701100	2012-13	
602006	2012-13	
603039	2012-13	
602578	2012-13	
700511	2012-13	
00267	2012-13	
701523	2012-13	Ineligible
700385	2012-13	
700885	2012-13	

PITNEY BOWES STATE & LOCAL GOVERNMENT TERM RENTAL AGREEMENT

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

NON-APPROPRIATION This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies. The agreement contract is not a general obligation of Chappaqua Central School District. Neither the full faith and credit nor the taxing power of Chappaqua Central School District are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

TERM. This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this agreement.

EQUIPMENT MAINTENANCE AGREEMENT ("EMA"). If you select Equipment Maintenance, we shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. We may assess additional hourly charges for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

SOFT-GUARD AGREEMENT. If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.

SOFTWARE MAINTENANCE AGREEMENT ("SMA"). If you select Software Maintenance, we shall provide, under the SMA, at no additional charge, toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) to the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.

PROM REPLACEMENT. If you did not select SOFT-GUARD, we shall provide without further request to you, Automatic PROM Replacement, embodying software or rate changes. You shall receive notice when replacements become available, and may order replacement PROMS whenever there is a change in a carrier's

service coverage. You agree to pay the then current list price for each PROM ordered for delivery with the Equipment or supplied under the above terms, except that there shall be no charge for the replacement PROMs issued within 90 days after the equipment installation.

7. **WARRANTIES.** We warrant the Equipment, PROMs and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROMs and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROMs and Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROMs and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. THIS IS THE ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROMS AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROMS OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

COMPUTATION OF TOTAL PAYMENT. You shall pay each and every Period Payment for the entire Initial Rental Term, subject to the Governing Body's right not to appropriate as provided in Section 1. The amount of each Period Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by you, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental).

PURCHASE ORDER USE. You may use a Purchase Order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for the ancillary services set forth in Sections 3 - 7.

INSURANCE. You are responsible for Equipment loss, damage or destruction from any cause, whether insured or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay the Period Payments or any other obligation under this Agreement.

TAXES; NO LIENS. You shall pay or reimburse us, as we direct, for all charges and taxes incurred by us which are based on or measured by this Agreement, the billing or receiving of Total Payments, documentation relating to this Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes), possession, or use of the Equipment, Meters, or software - Rentor will provide IGFS with a valid Tax Exempt Certificate. Upon receipt of valid tax exempt certificate, the appropriate taxes will not be charged. You shall keep the Equipment, meters, and software free and clear of all liens and encumbrances. Your obligations under this Section shall commence upon Agreement execution and survive termination or cancellation of this Agreement.

DEFAULT. Payment is due thirty (30) days of date of invoice. No default remedy may be invoked unless notice of default is provided and not cured within ten (10) days of such notice. If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including

eters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

3. NOTICES. All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at the address on page one hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

4. REPRESENTATIONS; MISCELLANEOUS. You represent and warrant that: (a) you are duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against you; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and you are (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. You acknowledge that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment you shall receive includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, your Period Payment shall be adjusted in an amount sufficient to maintain our original target tax yield utilizing our consolidated marginal tax rate, which adjusted Period Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT. We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Credit Corporation service this Agreement for us. The filing of the 8038G form is in connection with the characterization of the agreement as a municipal financing which allows Pitney Bowes to receive certain tax benefits. Such tax benefits are passed through to the customer by providing the customer a lower rate than in standard lease or rental arrangements.

5. SECURITY AGREEMENT; PERSONAL PROPERTY. You grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any interest(s) to which you do not hold title) and authorize us to file a financing statement with respect to such security interest. The Equipment shall remain personalty and not realty.

6. OPTION. You shall have the option to return the Equipment (in the same condition as when delivered to you, reasonable wear and tear excepted) to us at the end of the Initial Rental Term and in consideration therefor, we shall credit your account in an amount equal to your Final Payment. In order to exercise this option, you must

notify us prior to the due date of your Final Payment and deliver the Equipment to us on prior to the due date of your Final Payment.

17. SURRENDER. If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

Equipment Service Level Agreement.

This section refers to the Service levels provided by PBI. Only sections 1-7 apply to this transaction. PM/PBCC

incorporated Terms: Definitions. All of the information provided when you submit your order is incorporated by reference and made a part of this Service Level Agreement ("SLA"). The terms defined or described on page one shall have the same meanings in this SLA. Pitney Bowes will provide Customer ("you") with maintenance and emergency repair services for covered Equipment (excluding software) as required, including new (or equivalent to new) parts and assemblies needed due to normal wear.

0. Remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to Pitney Bowes. You are responsible for the value of, and any damages to, the Equipment until Pitney Bowes receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by Pitney Bowes, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside Pitney Bowes' Normal Working Hours set forth above. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies for all levels of service and printheads for meters, Intellilink® equipment and printers for standard service are not covered by this SLA. Professional services other than those set forth herein are not covered by this SLA. Rate program software for electronic scales and weighing systems is excluded from coverage under this SLA.

1. 2.0 Exclusions. This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, misuse or abuse, external forces, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than Pitney Bowes or the use of supplies not meeting Pitney Bowes specifications.

1. Term. The initial term of this Agreement shall be a twelve (12) month period or such longer term as may be provided in ANY LEASE Agreement RELATING TO THE EQUIPMENT FOR WHICH MAINTENANCE COVERAGE IS PURCHASED PURSUANT TO THIS SLA and shall be automatically renewed for successive twelve (12) month periods (OR UNTIL EXPIRATION OR TERMINATION OF THE LEASE AGREEMENT), unless PITNEY BOWES receives from YOU WRITTEN notice of termination at least sixty (60) days before the end of the initial term or the then current renewal term. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.

1. Modification; Termination. Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you. If the equipment covered by this Agreement is moved from its original location, Pitney Bowes may elect, in its sole discretion and upon written notice to you, to revise this agreement to delete the on-site response times set forth in Section 2.0. In the event of such a revision, you will receive a pro-rata refund for the remaining term of your agreement reflecting the cost of that additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation. Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and, if applicable, your lease number and be sent to

Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or Pitney Bowes Global Financial Services LLC, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offer maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0, Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.

0. Fees. Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to, age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is our assurance that you have the authority to enter into this SLA. Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

J. Liabilities; Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

1. General For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within 30 days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services. You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time. In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that adds to, varies from, or conflicts with these terms are rejected. The terms of any software license agreement or software maintenance agreement between Pitney Bowes and you

relating to the Equipment covered under this SLA shall have priority over the terms of this SLA. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations. The following terms apply to equipment service level agreements with training and equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements.

0. Training Services. You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the Pitney Bowes equipment covered by this Agreement. The number of training sessions that are included as part of the annual fees for your service level agreement are as follows: a. mail finishing products (which includes meters, scales and certain accounting services equipment) receive twenty four (24) training sessions in each twelve month period, b. mail creation products (which includes tabletop folders, tabletop inserters and address printers and the Documatch® mailing system) receive up to four (4) training sessions in each twelve month period.

0. Additional covered items. Printheads for meters, Intellilink® equipment and printers are provided without additional charge.

The following terms apply to equipment service level agreements with guaranteed response time (as elected on the cover page of the lease). They do not apply to basic equipment service level agreements and/or equipment service level agreements with training.

2.0 Preventive Maintenance. Services. Pitney Bowes shall perform preventive maintenance on the Equipment which shall include maintenance of all non-expendable parts, cleaning, lubrication, and adjustments. Preventative maintenance services shall be performed at regular intervals scheduled in advance at a time convenient for both parties and based on the manufacturers' recommended preventive maintenance schedules.

3.0 Response time. If Pitney Bowes determines that on-site service is necessary, Pitney Bowes shall make reasonable commercial efforts to have a service technician on-site within four (4) business hours of receipt of your call to our toll free number in Section 1.0. Pitney Bowes' business hours are Monday through Friday, 8 am to 5 pm in the time zone where the Equipment is located, excluding holidays. You acknowledge, however, that this response time relates solely to the arrival of a technician at your location, and that response time does not indicate the time to resolve a problem. This is not a guarantee of problem resolution during such four (4) hour time period, nor does it guarantee that parts necessary to make a repair will be on-site within these time frames. In your discretion, you may elect to schedule service at a time outside of the four (4) hour response time set forth herein. Products designated as service by replacement, software maintenance, preventive maintenance, operator training or other services not essential to restore equipment to a functional condition will be scheduled in advance and are not part of the response times set forth herein.

4.0 Liquidated Damages for Failure to Meet Response Time. Pitney Bowes agrees that if it does not respond to your site within four (4) hours of receipt of the request for service, Pitney Bowes will reimburse you a credit equal to three (3) months of the cost of the premium associated with the cost of the additional on-site guaranteed response time service as compared to the cost of maintenance coverage without such response time obligation ("Premium") on your completion of refund form. You may request the refund form from your service technician or by calling our toll free number set forth in Section 1.0. Pitney Bowes will then review your request for a refund and shall determine whether a credit shall be issued based upon the information provided by you and a review of its own records. The credits set forth herein are limited to credits for two (2) failures to meet the response time obligations in Section 2.0 in any twelve (12) month period.

USPS Acknowledgment of Deposit

By electing to lease or use computerized meter resetting system ("CMRS") meter equipment, you must transfer funds to the United States Postal Service ("USPS"), through a lockbox bank ("Lockbox Bank") for the purpose of repayment of postage on CMRS-equipped meters ("Deposit"). 2. After the effective date of the lease or meter rental agreement between you and PBI, you may, from time to time, make Deposits in the Lockbox Bank account identified as: "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as recipient of Deposits by you. 3. Any Deposit made by you shall be credited by the USPS only for the payment of postage for CMRS equipment. Such Deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. 4. The USPS will provide a refund to you for remaining postage balances in CMRS equipment. The Lockbox Bank will provide a refund to you for deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor. 5. The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made through the USPS by you, so PBI can update its records. 6. PBI may deposit funds on your behalf. The USPS will make no advances. Any relationship concerning advances is between you and PBI; PBGFS and/or the Bank. 7. You acknowledge that the terms of this arrangement may be changed, modified, or revoked by the USPS, with appropriate notice. 8. USPS regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. You shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit. 9. By engaging in any transaction through the Lockbox Bank, which will have the effect of setting postage through CMRS meter equipment, your activities concerning CMRS are subject to this USPS Acknowledgment of Deposit.

EQUIPMENT GUIDE

DEFINITIONS. "PBI" means Pitney Bowes Inc. "PBGFS" means Pitney Bowes Global Financial Services, LLC. "Bank" means The Pitney Bowes Bank, Inc. "Party" shall mean each of PBI, PBGFS, Bank or you. "You" and "our" means the customer.

WARRANTY. 1. Warranty. Pitney Bowes Equipment (hereinafter "Equipment"), Rate Software and PROM's are warranted by PBI to be free from defects in material and workmanship and to perform according to their specifications for 90 days from the date of installation. If a defect in material or workmanship or a failure to perform within specifications occurs within the first 90 days after installation, PBI will repair it or, at its option, replace it at no charge. A "defect" does not include the failure of rates embodied in a Rate Update to conform to published rates as a result of carrier rate changes. The performance of services by PBI shall be done in a professional and workmanlike manner. There is no warranty for services and repairs that are made necessary due to negligence or accident, misuse, usage which exceeds manufacturer's recommended usage, damage in transit, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. The warranty does not cover consumable parts or supplies such as belts, ink, ink rollers, sealer and moistener brushes, bulbs, felts and sponges or for parts worn out due to extraordinary use of the Equipment. 2. Disclaimer and limitation on liability. EXCEPT AS STATED ABOVE, PBI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INTELLILINK™ SUBSCRIPTION/METER RENTAL. Pursuant to United States Postal Service ("USPS") regulations, PBI must own the IntelliLink™ Control Center or Meter, and you may rent and use it solely for the purpose of processing your mail, provided that you have a valid USPS meter license and you comply with (i) these provisions and (ii) all applicable USPS regulations. Your rights of use and rental shall be coterminous with your lease ("Initial Term") and may not be cancelled during the Initial Term. You will be billed the subscription or rental fees set forth in your Lease. After the Initial Term, the use and rental provided for herein may be cancelled by either party upon 30 days prior written notice. After termination, you must return the IntelliLink™ Control Center or Meter to PBI in the same condition as you received it, reasonable wear and tear excepted. Your subscription and/or rental fees will not be increased during the Initial Term. After the Initial Term, PBI may increase the subscription and/or rental fees upon 30 days' prior written notice, provided no notice will be given if such increase being offset by a corresponding reduction in your lease payment. When you receive notice of an increase, you may terminate this use and rental as of the date the increase becomes effective. Your IntelliLink™ Control Center and/or Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program or you will receive individual rate updates as a separate charge. PBI reserves the right to recover or disable the IntelliLink™ Control Center or Meter and/or terminate this use and rental at any time and for any reason. Impairing with or misusing the IntelliLink™ Control Center or Meter is a violation of federal law. You must use only attachments or printing devices authorized by PBI and only supplies meeting PBI's specifications. Consumable supplies and postage are your responsibility. From time to time, we may access or download information remotely from your mailing system equipment powered by IntelliLink™ technology to provide us with information about your postage usage amounts and patterns. Such information enables us to provide you with the best customer support and information about other products and services that may be of use to you, and some of the access and/or information may be necessary in order to conduct an inspection as required by USPS regulations. Any individually identifiable information that we obtain about you in this manner will not be shared by us with any third parties. From time to time, we may elect in our sole discretion to share aggregate data about our customers' postage uses with third parties. Please contact us if you have any questions about these data collection and/or sharing practices. You will notify PBI prior to moving the IntelliLink™ Control Center or Meter to a different location. In order to obtain postage, you must contact PBI's POSTAGE BY PHONE® data center. Postage refill fees, if any, will not increase during the Initial Term but thereafter refill fees may be increased upon 30 days prior written notice. If you participate in any PBI, PBGFS and/or Bank postage advance programs, payment will be advanced on your behalf by USPS, subject to repayment by you under the terms and conditions of the applicable postage advance program and billed separately from your Quarterly Lease Payment. Refunds of unused postage, if any, will be made by USPS in accordance with then current USPS regulations. Your download of postage after receipt of these terms shall be deemed your acceptance.

SOFT-GUARD® SUBSCRIPTION/RATE UPDATES. If the Lease includes a Soft-Guard® subscription, PBI will provide up to 6 Rate Updates during each 12 month period following the date of installation of the applicable equipment. (The Soft-Guard® subscription is included with all DM Series™ mailing systems with IntelliLink® technology.) PBI will provide each Rate Update only if required due to a postal or carrier change in rate, service, Zip Code or zone change. Your Soft-Guard® subscription does not cover any change in rates due to custom rate changes, new classes of carrier service or a change in Zip Code or zone due to Equipment relocation. If your order does not include a Soft-Guard® subscription or if you have received the maximum number of Rate Updates under your Soft-Guard® subscription, PBI will supply automatically Rate Updates at the then-current list price. There will

no charge for Rate Updates supplied within 90 days after the applicable Equipment is first installed. If you do not accept a Rate Update, you must contact PBI within 30 days of your receipt of the Rate Update.

PURCHASE POWER CREDIT LINE. 1. How the Purchase Power Credit Line Works. (a) You may participate in Pitney Bowes' Purchase Power program, by providing the requisite information contemplated by section 8 below and thereafter ordering meter resets, office supplies, or other services, including carrier billing (a service to effectuate shipping transactions) through the Purchase Power program, (the "Program"). When you or an employee or agent of yours with express, implied, or apparent authority to do so (an "Authorized User"), places such an order under the Program "on line" by telephone or otherwise, your Purchase Power Account (the "Account"), will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. You will receive a billing statement for each billing cycle for which you have any activity on the Account. You must pay the Account balance under the terms provided herein. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance of the Account under the terms herein. 2. Deferred Payment Terms. By using the Purchase Power program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the highest "Prime Rate" published in the "Money Rates" section of the The Wall Street Journal on the last business day of the month and add the margin disclosed below to the Prime Rate. The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Prime Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. The margin which will be added to the Prime Rate to determine the Annual Percentage Rate will be 12.75% (using the Prime Rate in effect as of June 30, 2006, the daily Periodic Rate would be .057534 % and the corresponding Annual Percentage Rate would be 21%); provided, however, that if you are in default under this Agreement, the margin which will be added to the Prime Rate to determine the Annual Percentage Rate will be 22% (using the Prime Rate in effect as of June 30, 2006, the daily Periodic Rate would be .08287 % and the corresponding Annual Percentage Rate would be 30.25% in the event of such a default). The default interest rate will remain in effect for at least six billing cycles. If the Account becomes current and is in good standing for six consecutive billing cycles, the Bank may, in its sole discretion, change the Annual Percentage Rate applicable to the Account to the rate then in effect for accounts not in default. The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line. 3. Account Charges. Unless prohibited by applicable law, you agree to pay such fees and charges of which the Bank has given you notice, as the same may be in effect from time to time, including, without limitation, the fees and charges relating to: (a) transaction fees, if applicable; (b) your failure to pay in a timely manner; (c) your exceeding your credit line; and (d) fees attributable to the return of any checks that you give to the Bank as payment of the Account. 4. Account Cancellation and Suspension. The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. No cancellation or suspension will affect your obligation to pay any amounts you owe. 5. Enforcement. If you fail to observe the provisions hereof, the Bank may declare the entire

account balance due and payable. If the Bank is required to take collection action or any other legal action related to your Account, you will be responsible for all court and collection costs and reasonable attorneys' fees. 6. Amendments; Termination. The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you. Each time you use the Program, you are signifying your acceptance of the terms and provisions as then in effect. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time. The Bank will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program. 7. Miscellaneous. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" without compromising any rights. The Program and advances thereunder shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law. 8. USA PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her.

VALUE BASED SERVICES. 1. Fees. If your lease includes Value Based Services, these services will be made available to you through your IntelliLink™ Subscription, and the fees ("Fees") for these services will be included in your Quarterly Lease Payment. Your Fees will not be increased during the Initial Term. After the end of the Initial Term, we may increase the Fees, but we will give you thirty (30) days' prior written notice. When you receive this notice of an increase, you may terminate these services as of the date the increase becomes effective. If at any time you request a change to your Value Based Services, the Fees will be adjusted. 2. Limited Warranty. We warrant that, for a period of ninety (90) days from the date of delivery, the Value Based Services will perform substantially in accordance with their specifications under normal use. This warranty is void if the failure to perform is due to negligence or accident, virus contamination or loss of data, misuse or abuse, external forces, loss of power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes); sabotage, repair or attempted repair by anyone other than PBI or the use of supplies not meeting PBI specifications. We are only responsible for maintenance of the performance of the Equipment. Equipment performance will be governed by the warranty terms found in the Equipment Guide. EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE VALUE BASED SERVICES ARE PROVIDED WITHOUT ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you. 3. LIMITED LIABILITY. WE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE SERVICES, INCLUDING INCIDENTAL CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4. Termination. We shall have the right to terminate the services if you breach your obligations hereunder and fail to cure such breach within thirty (30) days after you have been notified in writing of such breach. 5. USPS Provided Services. If one or more of the Value Based Services you selected is provided by the USPS, then the description of those services and the applicable terms for usage will be found in the USPS Domestic Mail Manual as it may be amended from time to time by the USPS. Any fees charged by the USPS for any special service you purchase will be payable by you in the same way that you pay for postage. The USPS is solely responsible for acceptance and processing of customer requests for Value Based services. We are not responsible for the results of any malfunctions of any part of the communication link (i.e., telephone lines connecting the IntelliLink™ Control Center with the USPS data system). If USPS discontinues a service you have selected, we will discontinue such service automatically.

ENTIRE AGREEMENT. This Equipment Guide constitutes the entire agreement between the parties as to the subjects addressed in this Equipment Guide, and representations or statements, both oral and written, not included herein are not binding on the parties.

Memo

To: Theresa Markley
From: Mike Trnik, Purchasing
CC: John Chow, Heidi McCarthy
Date: 12/19/12
Subject: Transfer of Medicaid Services

The vendor Cost Management Services, who was originally awarded for services under an RFP for Special Educational and Related Services is leaving the Business of Medicaid in Education for New York State. As a result, they have arranged for a new company to take over the services of Medicaid. The new company is Sivic Solutions Group. I am requesting that this transfer of services be placed on the Board of Education agenda so an approval can be made to go from Cost Management Services to Sivic Solutions Group.

Thanks,
MT



Cost Management Services, Inc.

2 Poe Court, Ballston Spa, NY 12020

518-581-8554 Fax 518-587-3815

December 7, 2012

Dr. Heidi McCarthy
Director of Special Education
Chappaqua Central Schools
P. O. Box 21, 66 Roaring Brook Road
Chappaqua, NY 10514

Dear Heidi:

As a representative of Cost Management Services, Inc. (CMS) who has worked with your district over the last 10 years, I want to thank you for your cooperation during these stressful periods of recent changes in the Medicaid in Education program. I am going to continue to help you navigate these changes and maximize your Medicaid revenues.

Our principals, who have maintained NYS Medicaid in Education contracts since 1995, have carefully searched for a replacement company as they cease operations in this state. Toward this end, CMS is transferring its New York contracts to Sivic Solutions Group, LLC, a firm based in Utica, New York. Martin Sacks, our Vice President, asked me to communicate these changes to you.

Sivic Solutions Group (SSG) is a minority-based company with 14 years of experience providing consultation and systems services to school districts and state human service agencies. The SSG team has extensive experience in Medicaid billing, special education training systems, developmental disability, child welfare and revenue enhancement services, with Medicaid Direct Services billing projects for hundreds of school districts in numerous states, including Florida, South Carolina, New Mexico, Connecticut, Arizona, Missouri, Kentucky, Kansas, Maine, and the District of Columbia.

With the proposed reassignment of the CMS contracts to SSG, we will continue to offer the same experienced staff that has been providing Medical billing services to your school district. The exceptional systems capacities of SSG can provide an efficient and secure service capture and claiming process to enhance Medicaid revenue recoveries.

I will remain the Senior Manager of the New York contracts, serving you as I have in the past. During the transition to SSG, I will continue to work with the assigned liaison staff as I collect and review documentation for Medicaid claiming. I will continue to brief you on new program changes as they are issued by the State and provide necessary training. I will now have the systems resources of SSG to assist me in streamlining the documentation and claiming process and in removing some of the clerical burdens from your staff. In the short-term, this transition process will not impede daily operations.

I look forward to continued cooperation and collaboration with your school district. I encourage you to sign the statement at the bottom of this letter, agreeing to reassign the current contract to Sivic Solution Group, LLC, and return it via fax, mail or email at your earliest convenience. Please contact me if you have questions.

Sincerely,
Joanne C. Joseph
Joanne C. Joseph
Senior Manager, NY Schools

I, _____, as a representative of the _____ School District, agree to the reassignment of the Medicaid in Education contract to Sivic Solution Group, LLC, effective January 1, 2013.

(Signature)

(Title)

(Date)

Company Profile

This section of the proposal provides the history and profile of Sivic Solutions Group (SSG).

Organizational History and Philosophy

Sivic Solutions Group (SSG) is a 14 year old minority-based company founded in 1998, that has provided consulting and systems services to school districts, and state human service agencies across the country, experienced a huge growth of in the last 4 years. SSG principals have a combined experience of more than 60 years in providing end-to-end government solutions, revenue management, and healthcare regulatory and rate setting services. Our team has extensive experience in Medicaid billing, special education training systems, developmental disability, child welfare and revenue enhancement services.

SSG purchased the Revenue Maximization and Federal Claiming practice from a major publicly owned Company and hired many former employees impacted by that firm's divestiture of its claiming business. After the purchase, SSG hired many former employees impacted by that firm's divestiture of its claiming business.

We are well on the way to capturing a major share of this market, with state-of-the art systems and highly experienced staff.

Facilities

The company's registered office is located at 118 Sylvan Way, New Hartford, New York, with a 5,500 sq. ft. head office and Software Development facility for systems development and processing Medicaid and Title IV-E claims located at 414 Trenton Road, Utica, New York.

The facility houses a team of highly trained and experienced application developers, experts in systems development and data processing operations for web based case management systems, federal revenue recovery, third-party liability, and other types of revenue enhancement projects. The team currently performs all application development and data processing tasks, as well as related technical services for revenue maximization projects on behalf of state, county and school district clients.

The facility processes Medicaid (schools and social services), TANF and Title IV-E claims for a number of states, and has staff who thoroughly understand the privacy and security aspects of handling HIPAA and FERPA compliant data. All major hardware, software, and baseline system components at the Utica facility have been tested and are fully operational. Routine operations performed in the Utica facility include the following.

Activities at our Utica Software Development Center

Software development of Web-based products, specializing in Microsoft .NET Framework Technologies and SQL Server Databases

Extensive software product development, mainly for servicing Health and Human Service Agencies and School District clients for case management and special education tracking, financial accounting, and Medicaid revenue recoveries

Supporting multiple special education tracking and time study clients using SSG products

Collecting times study rosters, and generating and email transmission of random moment time study samples

Analysis and quality assurance of time study responses to assure compliance

Activities at our Utica Software Development Center

Application of cost allocation and fund distribution criteria, using time study results to allocate costs to benefitting programs

Extracting and processing provider and other input data from school districts and other providers

Translating data into HIPAA compliant ANSI ASC X12N claiming formats and generating claims for a wide range of human service programs

Transferring claims electronically as well as paper transmittals, with MMIS Remittance Advice data processing to the client

Tracking reimbursements received for services provided, and assisting in correction and resubmission of failed services and denied claims

Maximizing Medicaid reimbursements for the school districts at a minimal cost

Issuing standard and ad hoc reports for management purposes

Our state-of-the-art facility currently maintains dedicated information technology support services for more than a dozen active projects requiring computer services. All major hardware, software, and baseline system components at the Utica facility have been tested and are fully operational. The facility houses a team of highly trained and experienced application developers, experts in systems development and data processing operations for web based case management systems, federal revenue recovery, third-party liability, and other types of revenue enhancement projects. The team currently performs all application development and data processing tasks, as well as related technical services for revenue maximization projects on behalf of state, county and school district clients.

The Utica data environment includes a centralized CPU environment containing multiple servers for all core applications, with a distributed client/server environment for system computing. The facility's platform includes multiple DELL servers running Microsoft Windows Server operating system and SQL Server databases. Our storage devices are Network Area Storage (NAS) devices from NetAPP and EMC Corporation. Most of the workstations are DELL desktop and laptop models running Microsoft Windows XP, Windows 7, Microsoft Office, Visual Studio, and Crystal Reports. Microsoft Networks provides network connectivity. Currently, the Utica data center manages multiple Tera bytes of client data including data stored in SQL Server databases, and in LAN file directories.

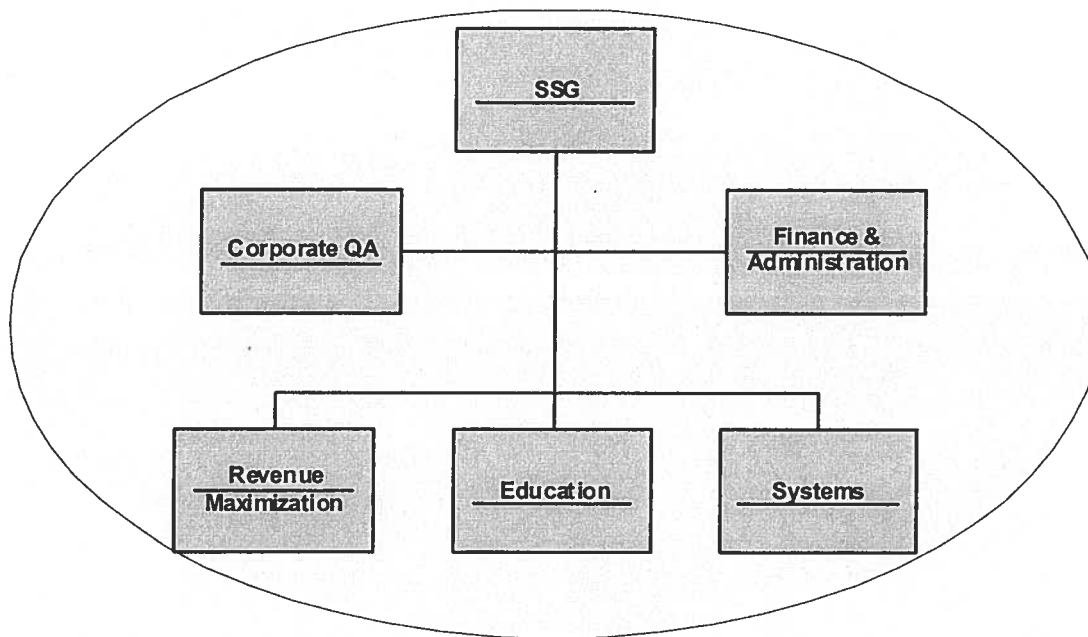
Our data center infrastructure provides high availability for all supported applications. UPS units ensure clean power to all hardware and back-up battery power that allows for a clean shutdown during power outages. Our data center currently has UPS battery backup to support at least two hour power outage. We also have natural gas operated Generators to provide backup power for unlimited amount of time in case of major power failure. Regular maintenance and testing ensure that the backup power systems are available and adequate to support the load of mission critical equipment. Key environmental measures, including power load, cooling load, and UPS capacity are documented and analyzed on a regular basis to ensure that conditions are maintained at operational standards.

Company staff also provide services from our offices in Chicago, Illinois, the District of Columbia, Albany, New York, Tampa Bay, Florida, and Santa Fe, New Mexico.

SSG Organizational Structure

SSG has organized our staff around the following organization, although most of our staff are skilled in more than one Practice area. Mr. Siva Kakuturi, President, provides oversight and

control to most SSG projects, with Dave Richards providing corporate quality assurance, as well as heading up the Revenue Maximization market.



SSG has extensive experience in Education (K-12), Systems, and Health and Human Services practice areas, with Education Services being the Practice area that will provide the services requested in this RFP.

- **Education Market** experience includes developing and managing systems and providing consulting services in the area of student information systems, special education systems, and Medicaid reimbursement billing and documentation systems

The Education market staff are well qualified in Medicaid cost recovery for schools in 10 states, with a demonstrated base of experience with school districts around the country, including large projects in Florida, South Carolina, New Mexico, the District of Columbia, and Connecticut. Services in these projects include the collection and billing of direct services, review of existing Medicaid benefit packages and rates, training of school district staff and direct-service providers on record keeping, and reporting necessary to support service billing.

- **Systems Market** has been primarily in the healthcare industry, with multiple web-based systems for case management, Medicaid, and third party claims management and payments. SSG has developed client/server and web-based products, designed and developed custom software for clients using full Software Development Life Cycle (SDLC), successfully managed the entire Information Technology functions for clients using outsourcing model, and developed web-based software using Microsoft .NET Framework technologies and SQL Server database following the industry's best-practices and Service Oriented Architecture (SOA).

In the healthcare industry, SSG has developed multiple web-based systems from Case Management to Medicaid claims and payment management, including HIPAA compliance.

- **Revenue Maximization Market** in Health and Human Services includes federal Medicaid, Title IV-E, CHIP, SSI, and TANF claiming and regulatory compliance, cost allocation, rate setting, and financial and regulatory healthcare consulting.

Relevant Project Experience

SSG staff have delivered health care related financial and consulting services to state and local governments for more than 14 years. They have performed Medicaid billing for hundreds of states and localities and worked across the broad spectrum of the health care and social services industries; from Medicaid claiming, training, and consulting, to auditing to cost-based rate setting.

This section presents information about the projects SSG staff have conducted or are currently conducting that qualify SSG for conducting the tasks required by this RFP. It presents a sampling of their project experience that have relevance to the proposed work for the Department.

Medicaid Direct Services Claiming

SSG staff have provided school districts with direct-service claiming assistance, including the review of existing Medicaid benefit package and rates, revision of the benefits and rates to increase revenue levels, training of school district staff and direct-service providers on record keeping and reporting necessary to support service billing, and providing Medicaid billing services. These staff members have assisted in collecting millions from direct claiming activities in new federal funds for school services under their projects to date.

Medicaid Administrative Claiming

The administrative claiming for schools entails program design, negotiation of federal approvals, staff training, implementation, ongoing quarterly claim calculation, and quality assurance activities. The design uses a Random Moment Time Study (RMTS) and structured analysis and cost accounting processes. The procedures and software tools are reviewed and accepted by Federal agencies.

SSG staff have been involved in the design, development, and implementation of numerous Medicaid administrative claiming programs to enable school districts to receive reimbursement for Medicaid administrative activities.

Medicaid Compliance

SSG staff are very experienced in performing quality control activities of the Medicaid claiming processes to ensure accuracy. These audits take a comprehensive approach to all aspects of responsibility and accountability the school district has for operating the Medicaid program in compliance with State and Federal laws and regulations. We have the expertise to carefully analyze district Medicaid management processes, identify areas of strength and weakness, provide detailed recommendations, and, if requested, training to implement those recommendations.

Medicaid in Education Alert

New York State Office of Health Insurance Programs (OHIP)
New York State Education Department
Preschool/School Supportive Health Services Program (SSHSP)
Medicaid in Education Units

Issue #12-12

TO: All SSHSP Medicaid Providers

FROM: NYS OHIP SSHSP & NYSED
Medicaid in Education Units

DATE: December 18, 2012

SUBJECT: SSHSP Cost Report deadline extended to
February 15, 2013

The purpose of this Medicaid Alert is to inform participating SSHSP billing providers that the **deadline for submitting your SSHSP cost reports** for the **October 1, 2011 – June 30, 2012** time period has been extended from December 31, 2012 to **February 15, 2013**.

School districts and counties must have access to the web-based Medicaid Cost Reporting and Claiming System (MCRCS) before the cost report can be submitted. User credentials must be submitted to PCG via e-mail at NYSSHSP@pcgus.com before access to the MCRCS is granted. PCG has started manually entering users into the MCRCS system so access can be granted to the providers more quickly. However, the rosters are loaded in batches and the next batch upload will be on January 14th. Those school districts and counties that gain access to the MCRCS prior to their rosters being loaded will be able to complete all other sections of the report first and then go back and complete the Annual Payroll Information after the rosters are uploaded on January 14th.

A recorded copy of the August 2012 and September 2012 MCRCS system web-based training presentation can be accessed online at <http://www.oms.nysed.gov/medicaid/CPEs/home.html>. Additional information on the Certified Public Expenditures (CPE) process can be found at this link as well.

School districts and counties should review previous Medicaid Alerts available on the Medicaid-in-Education webpage for additional information about Certified Public Expenditures (CPE), Random

Moment Time Study (RMTS) and cost reporting. The following Medicaid Alerts contain information about these topics:

Medicaid Alert # 12-05

Medicaid Alert # 12-07

Medicaid Alert # 12-08

If you have any questions or comments regarding this alert, please contact Public Consulting Group, Inc. NYSSHSP@pcgus.com.

BID #877 - RESOLUTION

WHEREAS, the Board of Education invited sealed proposals for High School Gym Roof

WHEREAS, the bid submitted by Satnaam International Construction Corp., the lowest bidder was not in compliance with the bid specifications in that they did not furnish the required bid security; in addition, the second lowest vendor Sony NY Management & Construction Corp, also was not in compliance with the bid specification in that they did not provide proof that they are authorized by the roofing system manufacturer as a certified installer.

WHEREAS, the third lowest bidder Laumar Roofing, has complied with such bid specifications;

THEREFORE, be it resolved the Board determines that the failure of Satnaam International Construction Corp. as well as Sony NY Management & Construction Corp. to meet the requirements set forth in the bid specifications, as set forth herein, constitutes a material deviation from the bid specification and, therefore rejects such bid; and

BE IT FURTHER RESOLVED, the Board hereby awards the bid for the for the High School Gym Roof to Laumar Roofing, the lowest responsive and responsible bidder for the following amounts:

Total Base Bid : \$185,000.00

Alternate Bid : \$147,000.00

BE IT FURTHER RESOLVED, that the Board authorizes the Board President to execute a contract with Laumar Roofing Co. for the 2012-2013 school year, a copy of which is incorporated by reference into the minutes of this meeting.

Chappaqua, NY 10514

School Year 2012/2013

BID TITLE:

BID OPENING DATE: 06/08/12

Bid Award Recommended to:

John Chow, Assistant Supt. for Business

Number of Bids Received: 10
Number of Bids Sent: 14

Laumar Roofing

BID FORM

ORIGINAL

**Contract #5 – Gymnasium Roof Renovations
SED # 66-10-04-06-0-001-018**

**Competition Field Improvements
Horace Greeley High School
Chappaqua, New York**

John L. Chow
Assistant Superintendent for Business
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the Project area affecting the cost of the work, and with the Contract Documents (which include Invitation to Bid, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Agreement, Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Supplementary Conditions, Technical Specifications, Drawings (as listed in the Schedule of Drawings), and Form of Surety Bond of Bonds), as prepared by The WBA Group, Inc. and on file in the District Administration Office, 66 Roaring Brook Road, Chappaqua, New York 10514, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to complete the work, all in accordance with the above listed documents, submits herewith the following proposal:

BASE BID ITEMS

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1.	7,340 S.F.	Remove & Replace Gymnasium Roof, Zones 2 and 3 complete, price per square foot		
		<u>One Hundred</u>		
		<u>Eighty Five</u>		
		<u>Thousand</u>		
		and _____	dollars	
		_____	cents.	
			\$ <u>25.00</u>	\$ <u>185,000.00</u>

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

LAUMAR Roofing Co. Inc

2. Type of Business Entity

Commercial Roofing

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

New Jersey

4. For how many years has the bidder done business under its present name?

28 yrs

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

JUAN TAVAREZ Pres.
Peter Broff Vice Pres

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

NO

9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

NO

10. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

NO

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

N/D

15. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

N/D

18. Has the bidder ever been terminated from a Project by the Owner? If the answer to this question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

NO

19. Has the bidder's surety ever been contacted to provide supervisory services in connection with an on-going project. If the answer to this question is yes, list the project for which the surety provided supervisory services.

NO

Dated:

DOMINGO MORA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG 9, 2016

Sworn to before me this
6th day of JUNE 2012

Domingo Mora
Notary Public

By: Peter Boroff
(Signature)

Peter Boroff Vice President
(Print Name and Title)

by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

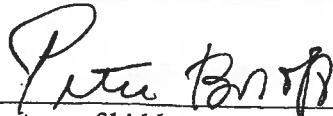
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Signature of Bidder:

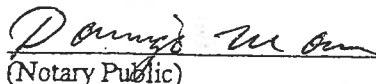


(Signature of bidder or authorized representative of a corporation)

Title:



Sworn to before me this 6th day of JUNE, 2012



(Notary Public)

DOMINGO MORA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG 9, 2016

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

*Commercial
Rating Since
1984*

- a. A description of its experience with projects of comparative size, complexity, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;
- b. Documentation from each of the projects it has performed capital work in the last five (5) years concerning the bidder's:
 - (i) timeliness of performance of the work of the project
 - (ii) evidence that the project was completed to the Owner's satisfaction;
 - (iii) whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;
 - (iv) whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;
 - (v) whether any liens were filed on the project by subcontractors or material suppliers of the bidder;
 - (vi) whether the bidder was defaulted on the project by the owner;
 - (vii) whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;
- c. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.
- d. Documentation evidencing the bidder's existence under the same name for the last five (5) years.

*SEE
ATTACHMENTS*

never

none

no

never

NONE

*LAUMAN has \$1,000,000
in Bonding*

*LAUMAN WAS Incorporated
in 1984*

The Bidder acknowledges receipt of the following Addendum:

#1

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date June 1 2012

Official Address:

Lauman Roofing Co
Name of Bidder

By Pete BOTA
Title Owner President

(Seal - If Bid is by Corporation)

A. Attest Donna Mae

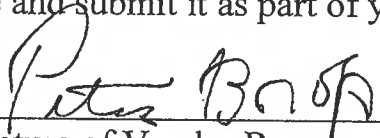
BID ADDENDUM A – BID #877

NOTICE TO BIDDERS HIGH SCHOOL GYM ROOF

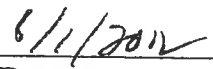
CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

On Page 2 of the “NOTICE TO BIDDERS” section of the “TABLE OF CONTENTS”, Page 7 of the “INSTRUCTIONS FOR BIDDERS” and Page 2 of the “BID FORM”, it is stated that a certified check, US Government Bonds or a satisfactory bid bond equal to 10% of the amount of the bid be submitted with the bid. The actual amount would be for 5% of the bid bond, not 10 %.

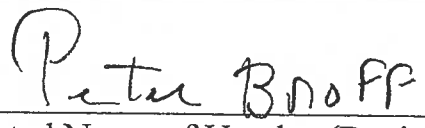
Please acknowledge that you have received this addendum by signing this page and submit it as part of your bid submission.



Signature of Vendor Representative



Date



Printed Name of Vendor (Business)

If you have any questions, please call the school district purchasing office at 914.238.7213 or email at mitrnik@ccsd.ws.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.