

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION REGULAR MEETING

August 10, 2023

6:00 PM

Auditorium of the Leavenworth Middle School

**AGENDA**

**1. Call to Order/Pledge of Allegiance**

Approval of Agenda

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of August 10, 2023.

Motion for approval by \_\_\_\_\_, seconded by \_\_\_\_\_, all in favor \_\_\_-\_\_\_.

**2. Board Member Requests/Comments/Discussion:**

- BOE Committee Appointments:
  - Board of Education Building Liaisons
    - Elementary School
    - Middle School
    - High School
    - Cougar Ops
  - Four County Board of Directors
  - Four County Legislative Committee
  - District Safety Committee
  - Policy Committee
  - Audit Committee
  - Handbook Committee
  - Building & Grounds/Capital Project/Energy
  - Personnel & Negotiations Committee

**3. Public Access to the Board:**

This time is provided for residents of the District to address the Board of Education. If you would like to address the Board of Education, please email the District Clerk. The speaker will be allowed three minutes to address the Board of Education.

**4. Consent Agenda:**

*A motion for approval of items as listed under the CONSENT AGENDA ITEMS is made by \_\_\_\_\_, and seconded by \_\_\_\_\_ any discussion- All in favor \_\_\_-\_\_\_.*

a. Board of Education Meeting Minutes

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of July 13, 2023.

b. Recommendations from CSE and CPSE

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the recommendations for the Committee on Special Education dated June 2, July 7, 20, 21, 26, and August 3, 2023; and instructs the Superintendent to implement the recommendations on behalf of the following individuals identified by student number:

14886	14882	14858	14879	14890	14687	14884		
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IEP Amendments:								
13877	13170							

c. 2023 School Tax Warrant

**RESOLUTION**

Whereas the Board of Education has been authorized by the voters of North Rose - Wolcott CSD to collect School Taxes at a sum not to exceed \$10,668,559 (General Fund) and \$223,100 (Wolcott Public Library and Rose Free Library).

Be it Resolved that the tax warrant of the Board, duly signed, shall be affixed to the tax rolls authorizing the collection of said taxes to begin September 1, 2023 and end October 31, 2023, giving the tax warrant an effective period of 61 days, at the expiration of which time the tax collector shall make an accounting, in writing, to the Board of Education.

Be it Further Resolved that the delinquent tax penalties shall be fixed as follows: September 1, 2023– September 30, 2023 - No Penalty; October 1, 2023 – October 31, 2023 - 2% Penalty; After October 31, 2023 unpaid taxes turned over to the County will incur additional penalties to be retained by the County.

d. Substitute Teachers and Substitute Service Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the individuals named on the substitute lists, which are on file with the District Clerk.

e. Approval of Special Education Plan

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the 2023-2024 North Rose-Wolcott Special Education Plan.

f. Approval of Professional Development Plan

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the 2023-2024 Professional Development Plan.

g. Personnel Items:

1. Letter of Resignation – Rachel Shanley

Rachel Shanley, Elementary Teacher, has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Rachel Shanley as an Elementary Teacher, effective August 14, 2023.

2. Letter of Resignation – Elizabeth Decker

Elizabeth Decker, School Nurse, has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Elizabeth Decker as School Nurse, effective August 27, 2023.

3. Letter of Resignation – Renee Swetman

Renee Swetman, Science Teacher, has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Renee Swetman as Science Teacher, effective August 11, 2023.

4. Letter of Resignation – Sara McLean

Sara McLean, Director of Special Education and Pupil Personnel Services, has submitted a letter of resignation.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Sara McLean as Director of Special Education and Pupil Personnel Services, effective September 4, 2023.

5. Appoint Elementary School Parent Liaison- Allison Denk

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Allison Denk, Elementary School Parent Liaison at \$15.00/hr. for the 2023-2024 school year.

6. Appoint Cleaner -Brandy Coleman

Ben Stopka recommends Brandy Coleman to fill a Cleaner position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the 52 week probationary appointment of Brandy Coleman as a Cleaner conditional upon a criminal history record check according to commissioners Regulation §80 1.11 and Part 87 as follows:

Probationary Period: July 31, 2023-July 30, 2024

Salary: \$16.50/hr.

7. Appoint Maintenance Worker – Luke VanAlstyne

Benjamin Stopka recommends Luke VanAlstyne to the position of Maintenance Worker.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the 52 week probationary appointment of Luke VanAlstyne as a Maintenance Worker, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87 as follows:

Probationary Period: August 14, 2023-August 13, 2024

Salary: \$17.75/hr.

8. Appoint Seasonal Cleaner – Tracy Johnson

Todd Henry recommends Tracy Johnson to the position of Seasonal Cleaner.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Tracy Johnson as a Seasonal Cleaner, effective July 1, 2023 through August 28, 2023.

Salary: \$15.25/hr.

9. Create and Appoint School Bus Dispatcher – Shannon Thomas

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education of the North Rose-Wolcott Central School District creates the following 1.0 FTE position and approves the following appointment:

**Position:** School Bus Dispatcher

**Appointment/Name:** Shannon Thomas

**Assign./Loc:** Transportation

**Civil Service Title and Status:** School Bus Dispatcher, Competitive Class, Provisional

**Classification/Hourly Rate:** Non-Exempt / \$18.57per hour (minus applicable deductions)

**Effective Date:** August 14, 2023

10. Appoint Network Technician –Hunter Victorious

Lisa Brower recommends Hunter Victorious to the Network Technician position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the approves the 52-week probationary appointment of Hunter Victorious as the Network Technician, conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Probationary Period: July 10, 2023-July 9, 2024

Salary: \$25.75/hr.

11. Appoint Elementary Teacher – Rachel Shellman

Crystal Rupp recommends Rachel Shellman to fill an Elementary Teacher position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the three-year probationary appointment of Rachel Shellman as an Elementary Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Childhood Education, Grades 1-6, Professional

Tenure Area: Elementary

Probationary Period: August 29, 2023-August 28, 2026

Salary: Step L \$55,852

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

12. Appoint Teacher – Carissa Smith

Crystal Rupp recommends Carissa Smith to fill a School Media Specialist position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four -year probationary appointment of Carissa Smith as a School Media Specialist conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Library Media Specialist, Initial

Tenure Area: School Media Specialist

Probationary Period: August 29, 2023-August 28, 2027

Salary: Step E \$52,457

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

13. Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing workshops in July-August 2023 at \$35.00/hr.

Rachel Shellman

Carissa Smith

14. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2022-2023 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Cary Merritt	High School

15. Academic and Enrichment Summer Program Appointments

The following individuals are being recommended to work in the summer academic and enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Josephine Visalli	Grant Program Aide	\$15.25/hr. effective 7/17/2023-8/24/2023
Karen Black	Grant Program Nurse	\$39.78/hr. effective 8/1/2023-8/24/2023

16. Coaching and Athletic Department Appointment

Marc Blankenberg recommends the following individuals to fill coaching position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following coaching and athletic appointments for the 2023-24 school year, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87, and successful completion of all required First Aid/CPR and Child Abuse courses.

Position		Name	Step	Years	Salary
Boys Volleyball	JV	Ron Colon	1	2	\$2,558

17. Aquatics Program

Amy Chmieleski, Aquatics Director is recommending the following individual to fill a Water Safety Instructors and/or Lifeguard or Program Director position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individual as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs during the 2023-2024 school year.

Name	Position(s)	Rate/Hr.
Matthew Cole	Lifeguard	\$15.25/hr.

18. Certify Lead Evaluators

WHEREAS, the following administrators have completed trainings which meet the requirements of 8 NYCRR 30-2.9 and the North Rose-Wolcott Annual Professional performance Review Plan (APPR) for certification as a Lead Evaluator of teachers:

- a) Christie Graves, Principal
- b) Crystal Rupp, Principal
- c) Nicole Sinclair, Principal
- d) Sara McLean, Director of Special Education
- e) Scott Hassall, Assistant Principal
- f) Lisa Visalli, Assistant Principal
- g) Marc Blankenberg, Director of Health, PE & Athletics
- h) Karen Haak, Assistant Principal
- i) Laurie Elliott, Community Schools Administrator
- j) Mark Mathews, Principal

WHEREAS, the following administrators have completed trainings which meet the requirements of 8 NYCRR 30-2.9 and the North Rose-Wolcott Annual Professional Performance Review Plan (APPR) for certification as a Lead Evaluator of principals:

- A. Michael Pullen, Superintendent of Schools
- B. Megan Paliotti, Assistant Superintendent for Instruction and School Improvement

BE IT RESOLVED, that, upon recommendation of the District Superintendent, that the above listed administrators (a- j) be certified as a Lead Evaluators of teachers and that the above listed administrators (A -B) be certified as Lead Evaluators of principals.

19. Appoint Volunteers

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to work as a volunteer in the district for the 2023-2024 school year.

Jeilyn Hernandez

20. Correction Academic and Enrichment Summer Program Appointments

The following individuals are being recommended to work in the summer academic and enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs from June 1, 2023 through August 19, 2023 conditional upon a criminal

history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Kimberly Youngman	Grant Program Teacher Aide	<del>\$17.00/hr.</del> \$17.25/hr.

**21. Correction Coaching and Athletic Department Appointments**

Marc Blankenberg recommends the following individual to fill a coaching and athletic department position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following coaching and athletic department appointment for the 2023-24 school year, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87, and successful completion of all required First Aid/CPR and Child Abuse courses.

Position		Name	Step	Years	Salary
Boys Soccer Coach	Varsity	Michael Graves	3	9	<del>\$3,493</del> \$5,493

**22. Correction Aquatics Program**

Marc Blankenberg is recommending the following individual to fill a Water Safety Instructors and/or Lifeguard or Program Director position.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individual as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs during the 2023-2024 school year.

Name	Position(s)	Rate/Hr.
Autumn Davenport	Swim Program Director	<del>\$23.50/hr.</del> \$25.00

**23. Correction Board Appointments and Other Designations:**

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to serve in the stated positions with stipends as stated for the 2023-2024 school year, effective July 1, 2023.

**d) Designations: The following designations will be made by the Board at the Annual Organization Meeting in July.**

Position	2022-2023	2023-2024
Designee to Determine Student Residency	Gary Barno	<del>Gary Barno</del> Megan Paliotti

**5. Items requiring a roll call vote:**

A motion for approval Item #1 made by \_\_\_\_\_ and seconded by \_\_\_\_\_ it was adopted and the following votes were cast:

**1. Lease Agreement**

**WHEREAS**, the Board of Education of the North Rose-Wolcott Central School District is undergoing a capital project, during which the district office space at the High School will be inaccessible, and this requires the School District to procure lease space certain operations during the capital project; and

**WHEREAS**, the School District has located real property that will meet the School District’s needs and this real property and building and which is available to the School District on reasonable terms, which is located at 6168-6188 Westport Bay Road, Wolcott, New York, which the Board has determined to be the only property available for lease and located in the School District or a reasonable proximity to it which meets the School District’s needs; and

**WHEREAS**, the School District’s representatives and legal counsel negotiated a lease agreement with Huron Evergreen, LLC, which is attached to this Resolution as Exhibit “A” (“Lease Agreement”) and, based upon the advice of its counsel and administrators, the Board of Education has determined that the Lease Agreement’s terms are acceptable and appropriate and in the School District’s best interests, and it wishes to approve and authorizes execution of the Lease Agreement; and

**WHEREAS**, based on information provided to the Board of Education by its administrators and prior discussions the Board of Education had with its administrators, the Board of Education hereby finds that the School District had a substantial and urgent need for use of the lease space on or about August 1, 2023 and, based on prior guidance from the Board of Education, the School District will begin using said lease space on or about that date with the understanding that the Lease Agreement would be effective as of August 1, 2023, and the Board of Education finds this action to have been appropriate and consistent with prior guidance it provided its administrators, and the Board of Education wishes to ratify and approve that action;

**THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT** that it hereby authorizes and approves the Lease Agreement attached to this Resolution as Exhibit A and authorizes its Superintendent of Schools and/or the President of the Board of Education to execute said lease agreement on behalf of the Board of Education; and

**BE IT FURTHER RESOLVED**, that the Board of Education hereby finds the School District had a bona fide need for use of the lease space on August 1, 2023, and it was in the School District’s best interests for the School District to commence use of the lease space on August 1, 2023 and for the Lease Agreement to have an effective date of August 1, 2023, and, therefore, the Board of Education hereby ratifies said action and approves the Lease Agreement, effective August 1, 2023; and

**BE IT FURTHER RESOLVED**, that this resolution takes effect immediately upon its adoption.

The motion having been duly moved, the resolution was acted upon by the Board of Education and there were \_\_\_ votes in favor of the resolution and \_\_\_ votes against the resolution as follows:

Lucinda Collier	Voting	___ yes	___ no
Tina Reed	Voting	___ yes	___ no
John Boogaard	Voting	___ yes	___ no
Shelly Cahoon	Voting	___ yes	___ no
Linda Eygnor	Voting	___ yes	___ no
Jasen Sloan	Voting	___ yes	___ no
Paul Statskey	Voting	___ yes	___ no

**Informational Items:**

- Claims Auditor Reports

**Motion for Adjournment:**

*There being no further business or discussion, a motion is requested adjourn the regular meeting.*

**Motion for approval by \_\_\_\_, seconded by \_\_\_\_, with motion approved \_\_\_ - \_\_\_\_. Time adjourned: \_\_: \_\_ p.m.**

NORTH ROSE-WOLCOTT CENTRAL SCHOOL DISTRICT  
ORGANIZATION AND REGULAR MEETING AGENDA  
JULY 13, 2023 6:00 PM AUDITORIUM OF THE LEAVENWORTH MIDDLE SCHOOL

**PRESENT:**

**BOE Members:** Lucinda Collier, John Boogaard, Shelly Cahoon, Linda Eygnor, Tina Reed [via video-conferencing],  
Jasen Sloan, Paul Statskey

**Superintendent:** Michael Pullen

**District Clerk:** Tina St. John

Approximately 2 students, staff and guests via Zoom

**1. Call to Order/Pledge of Allegiance**

District Clerk, Tina St. John called the meeting to order at 6:00 p.m.

**2. Administer Oath of Office to Newly Elected Board Officers:**

The District Clerk, Tina St. John, administered the Oath of Office to Superintendent, Michael Pullen and newly elected Board of Education Member Lucinda Collier.

**3. Election of Officers:**

The District Clerk opened the floor for nominations for the Board of Education President.

Jasen Sloan nominated Paul Statskey, Shelly Cahoon seconded the nomination

John Boogaard nominated Lucinda Collier, Linda Eygnor seconded the nomination

There were no additional nominations. The nominations were closed.

The following votes were cast:

Paul Statskey voted for Paul Statskey

Shelly Cahoon voted for Paul Statskey

Linda Eygnor voted for Lucinda Collier

Jasen Sloan voted for Paul Statskey

John Boogaard voted for Lucinda Collier

Lucinda Collier voted for Lucinda Collier

Tina Reed voted for Lucinda Collier

Lucinda Collier is the 2023-2024 President of the Board of Education with four (4) votes; Paul Statskey had three (3) votes.

The District Clerk administered the oath of office to Lucinda Collier, President

The meeting was turned over to President, Lucinda Collier

The President opened the floor for nominations for the Board of Education Vice President.

Paul Statskey nominated Shelly Cahoon, Jasen Sloan seconded the nomination

John Boogaard nominated Tina Reed, Linda Eygnor seconded the nomination

There were no additional nominations. The nominations were closed.

The following votes were cast:

Paul Statskey voted for Shelly Cahoon

Shelly Cahoon voted for Tina Reed

Linda Eygnor voted for Tina Reed

Jasen Sloan voted for Tina Reed

John Boogaard voted for Tina Reed  
 Lucinda Collier voted for Tina Reed  
 Tina Reed voted for Tina Reed

Tina Reed is the 2023-2024 Vice- President of the Board of Education with six (6) votes; Shelly Cahoon had one (1) vote.

**4. Administer Oath of Office to newly Elected Board officers:**

President, Lucinda Collier, administered the Oath of Office to the newly elected Board of Education Vice President, Tina Reed.

Motion for approval was made by John Boogaard and seconded by Linda Eygnor with the motion approved 7-0.

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the agenda of July 13, 2023.

**5. Board Appointments and Other Designations:  
 RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to serve in the stated positions with stipends as stated for the 2023-2024 school year, effective July 1, 2023.

A motion for approval of the following Board Appointments, Items A, is made by Paul Statskey and seconded by Jasen Sloan with the motion approved 7-0.

**a) The following will be appointed annually:**

Position	2022-2023	2023-2024
District Clerk	Tina St. John – Stipend \$6,610	Tina St. John – Stipend \$6,808
District Clerk Pro-Tem	Melanie Geil	Melanie Geil
District Treasurer	Mark Socola	Mark Socola
Deputy District Treasurer	Phyllis Moore Norma Lewis	Phyllis Moore Norma Lewis
Tax Collector	Romanna Lord – Stipend \$4,838	Romanna Lord – Stipend \$4,983
Deputy Tax Collector	Frederick Prince	Frederick Prince
External Auditor	Mengel Metzger Barr & Co. LLP.	Mengel Metzger Barr & Co. LLP.
Central Treasurer, Extra Classroom Activities Account:		
<ul style="list-style-type: none"> <li>• High School</li> <li>• Deputy Central Treasurer HS</li> <li>• Middle School</li> <li>• North Rose Elementary</li> </ul>	Carrie Brown, \$2,678 prorated Nick Wojieck Kelly Cole, Stipend \$1,494 Kelly Cole, Stipend \$312	Carrie Brown, \$2,758 Nick Wojieck Kelly Cole, Stipend \$1,539 Kelly Cole, Stipend \$321
Faculty Auditor, Extra Classroom Activities Account:	Building Principals	Building Principals

President, Lucinda Collier, administered the Oath of Office to the newly appointed District Clerk, Tina St. John.

A motion for approval of the following Board Appointments, Items B, is made by Paul Statskey and seconded by Linda Eygnor with the motion approved 7-0.

**b) The following positions must be appointed but need not be reappointed annually:**

Position	2022-2023	2023-2024
Director of School Health Services	Dr. Krishna Persaud Williamson Medical Center	Michelle Durham
Supervisors of Attendance	Building Principals or Designee	Building Principals or Designee
Committee on Special Education	Sara McLean Rebecca Kandt Sara Boogaard Danielle DiMora	Sara McLean Rebecca Kandt Sara Boogaard Lisa Visalli
Subcommittee on Special Education: Chairperson:	Sara McLean Rebecca Kandt Sara Boogaard Danielle DiMora Jason Shetler	Sara McLean Rebecca Kandt Sara Boogaard Lisa Visalli
Committee of Preschool Education	Bridgette Barr Sara McLean Sara Boogaard Danielle DiMora Rebecca Kandt	Sara McLean Rebecca Kandt Sara Boogaard
Records Access Officer	Gary Barno	Gary Barno
Records Management Officer Foil Officer	Gary Barno	Gary Barno
Asbestos Hazard Response Act (AHERA) & Local Education Agency (LEA) designee	Benjamin Stopka	Benjamin Stopka
Compliance Officer (Title IX/Section 501/ADA) for Discrimination and Harassment	Megan Paliotti Frederick Prince	Megan Paliotti Frederick Prince
Liaison for Homeless Children and Youth	Bridgette Barr	Laurie Elliott
Data Protection Officer	Bridgette Barr	Lisa Brower
Chemical Hygiene Officer	Amber Landry	Amber Landry
Chief Emergency Officer	Michael Pullen	Michael Pullen

A motion for approval of the following Board Appointments, Items C, is made by Linda Eygnor and seconded by John Boogaard with the motion approved 7-0.

**c) The following may also be appointed:**

Position	2022-2023	2023-2024
School Attorney	Harris Beach, PLLC Barclay & Damon LLP Capital Region BOCES	Harris Beach, PLLC Barclay & Damon LLP Capital Region BOCES
Claims Auditor	Lisa Cook	Harley Seager
Deputy Claims Auditor	Russell Harris	Russell Harris

A motion for approval of the following Board Appointments, Items D, is made by John Boogaard and seconded by Jasen Sloan with the motion approved 7-0.

**d) Designations: The following designations will be made by the Board at the Annual Organization Meeting in July.**

Position	2022-2023	2023-2024
<b>Petty Cash Funds &amp; Petty Cash Custodians - \$100.00 General Fund</b>		
<ul style="list-style-type: none"> <li>• High School</li> <li>• Middle School</li> <li>• North Rose Elementary</li> <li>• District Office</li> <li>• Bus Garage</li> </ul>	Carrie Brown Jamie Smith-Bundy Christie Bradford Cathy Luke Jeremy Barnes	Carrie Brown Jamie Smith-Bundy Christie Bradford Cathy Luke Todd Henry
<b>Petty Cash Funds &amp; Petty Cash Custodians - \$100.00 Cafeteria Fund</b>		
<ul style="list-style-type: none"> <li>• Cafeteria</li> <li>• Start-up Fund</li> </ul>	Rita Lopez	Rita Lopez
Official Newspaper(s)	<i>Finger Lakes Times</i> <i>Lakeshore News</i>	<i>Finger Lakes Times</i> <i>Lakeshore News</i>
Banks of Deposit	Lyons National Bank, JP Morgan Chase, Health Economics Group, NYCLASS	Lyons National Bank, JP Morgan Chase, Health Economics Group, NYCLASS
Signature on checks	Mark Socola Phyllis Moore	Mark Socola Phyllis Moore
Purchasing Agent	Gary Barno	Gary Barno
Deputy Purchasing Agent	Frederick Prince	Frederick Prince
To certify payrolls	Gary Barno	Gary Barno
Designated Education Official to receive court notification of student sentence/adjudications	Megan Paliotti	Megan Paliotti
School Pesticide Representative	Benjamin Stopka	Benjamin Stopka
Reviewing Official for participation in the Child Nutrition Program	Rita Lopez	Rita Lopez
Verification Official for participation in the Child Nutrition Program	Rita Lopez	Rita Lopez
Hearing Official in the Child Nutrition Program	Gary Barno	Gary Barno
School Architect	SWBR Architecture, Engineering & Landscape, P.C. SEI Design Group	SWBR Architecture, Engineering & Landscape, P.C. SEI Design Group
Request for Use of School Facilities	Gary Barno	Gary Barno
Collection of School Taxes	JP Morgan Chase	Lyons National Bank
Designee to Determine Student Residency	Gary Barno	Gary Barno

A motion for approval of the following Authorizations, is made by Paul Statskey and seconded by Linda Eygnor with the motion approved 7-0.

**6. Authorizations:**  
**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to serve in the stated positions for the 2023-2024 school year, effective July 1, 2023.

Position	2022-2023	2023-2024
To authorize attendance of staff at conferences, workshops, etc.	Gary Barno Megan Paliotti Michael Pullen	Gary Barno Megan Paliotti Michael Pullen
To authorize budget transfers	Michael Pullen	Michael Pullen
To sign applications for State and Federal Grants in Aid	Michael Pullen	Michael Pullen
Authorize Superintendent to approve contracts up to \$25,000 for the 2023-2024 School Year, including but not limited to, contracts for professional services, purchase contracts and public works contracts, as long as they fall within budgeted amounts.		Michael Pullen
Authorize President to sign document on behalf of the BOE	BOE President	BOE President
Authorize Vice President to sign documents in the absence of the President	BOE Vice President	BOE Vice President
Authorize the Superintendent to carry out Section 913 Proceedings as necessary	Michael Pullen	Michael Pullen
Authorize the Business Official to declare outdated, unused equipment as surplus to be disposed of by bid, trade-in or scrap	Gary Barno	Gary Barno
Authorize Payroll Clerk to sign tax forms	Kelly Wyatt BOCES CBO	Kelly Wyatt BOCES CBO

A motion for approval of the following Bonds is made by Tina Reed and seconded by John Boogaard with the motion approved 7-0.

**7. Official Undertakings (Bonds)**  
**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves bonds for District employees as follows:

- Bond for District Treasurer (\$1,000,000)
- Bond for Deputy Treasurer (\$1,000,000)
- Bond for District Activities Accounts Treasurers (\$100,000)
- Bond for District Tax Collector (\$1,500,000)
- Internal Claims Auditor (\$1,000,000)

A motion for approval of the following School Lunch/Meal Pricing is made by Linda Eygnor and seconded by Jasen Sloan with the motion approved 7-0.

**8. School Lunch/ Meal Pricing  
RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following 2023-2024 School Lunch Meal Pricing rates:

Students will continue to get breakfast & lunch at no cost due to the district being CEP.

Additional Meal Costs:			
Grade Level	Breakfast	Lunch	Milk
K-4	\$2.00	\$2.60	\$0.75
5-12	\$2.00	\$2.75	\$0.75
Adult Meal (includes Tax)	\$3.25	\$5.43	

A motion for approval of the following Mileage Reimbursement Rate is made by Shelly Cahoon and seconded by Jasen Sloan with the motion approved 7-0.

**9. Mileage Reimbursement Rate:  
RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the mileage reimbursement rate to be the same as the IRS mileage rate.

A motion for approval of the following substitute Compensation is is made by Jasen Sloan and seconded by Shelly Cahoon with the motion approved 7-0.

**10. Substitute Compensation:  
RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the substitute pay rates for the 2023-2024 school year.

Teacher	<p>Non-Certified @ \$116.70/day; Certified @ \$132.61/day; and Certified + retired from NRW @ \$153.83/day.</p> <p>Rates and Conditions for Special Circumstances:            Certified Long Term Sub - <i>anticipated</i> employment of 20+ consecutive days in same assignment/in certification area - \$247.27/day.</p> <p>Certified Long Term Sub- <i>non-anticipated</i> assignment of 20+ days in same assignment/in certification area - 1 - 20 days = daily rate/ 21+ day/\$247.27.</p> <p>Certified Long Term Sub - any assignment of 40+ days must be held by a teacher certified within that area/subject.</p>
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Teaching Assistant	Hourly Rates – Non-Certified: \$15.91/hour; Certified: \$16.97/hour; Certified + retired from North Rose – Wolcott: \$19.10/hr.  Rates and Conditions for Special Circumstances: Certified Long Term Sub – <i>anticipated</i> employment of 20+ consecutive days in same assignment - \$111.19/day. Certified Long Term Sub - <i>non-anticipated</i> assignment of 20+ days in same assignment – 1 - 20 days = hourly rate/ 21+ day/\$111.19
Retired Service Employees	Hourly rate of pay for retired support staff will be the substitute hourly rate plus \$2.00 per hour when subbing in the same area as prior to retirement.
Bus Driver	\$17.25/hr.
School Monitor	\$15.25/hr.
Clerical	\$15.25/hr.
Teacher Aide	\$15.25/hr.
Food Service Helper	\$15.25/hr.
Cleaners & Custodians	\$15.25/hr.
RN	\$25.25/hr.
Messenger	\$15.25/hr.
Mechanics	\$17.25/hr.
Maintenance	\$17.25/hr.

**11. Presentations:**

- Year End Data Presentation – Megan Paliotti and Michael Pullen
  - Megan Paliotti and Michael Pullen presented a Year End Data Presentation and answered questions.
- Superintendent Update – Michael Pullen
  - Mr. Pullen presented a construction update

**12. Consent Agenda:**

A motion for approval of the following items as listed under the CONSENT AGENDA is made by John Boogaard and seconded by Tina Reed with the motion approved 7-0.

a. Board of Education Meeting Minutes

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the Meeting Minutes of June 8, 2023.

b. Recommendations from CSE and CPSE

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the recommendations for the Committee on Special Education dated March 1, 14, 28, May 9, 24, 26, 30, 31, June 1, 5, 6, 7, 9, 12, 13, 14, 16, 20, 22, and 23, 2023; and instructs the Superintendent to implement the recommendations on behalf of the following individuals identified by

student number:

14292	14178	14245	13906	14885	14728	13856	14514	12334	11781
14546	11722	14842	14878	14732	14520	14263	14264	14305	14009
14860	14349	14452	13254	13870	14382	12402	14587	14325	14888
14853	14868	14723	14182	14331	13846	14865	13776	12328	14620
14727	14228	13725	13866	13236	13005	14820	14097	12547	12972
14870	14175	14541	13076	14466	13619	14503	13292	12210	14480
14677	14668	14872	13899	13083	14843	11879	12239	14181	13864
14637									

c. Treasurer Report

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the Treasurer Report for May 2023.

d. Collection of School Taxes

**BE IT FURTHER RESOLVED** that the authority to perform the duties of the Board with regard to correction of errors on tax rolls and refund of taxes based on such errors is hereby delegated to the Tax Collector; this delegation of authority is applicable only where the recommended correction or refund does not exceed \$2,500, as specified in sections 554 and 556 of the real property tax law.

e. Appointment of District Safety Committee

According to the SAVE legislation a committee must be appointed to maintain a district-wide school safety plan. The plan addresses crisis intervention, emergency responses, and management.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of the following individuals to the North Rose - Wolcott Central School District Safety Committee for the 2023-24 school year:

Marc Blankenberg	Lisa Brower	Rob Anderson	BOE Member TBD
Ken VanFleet	Rebecca Kandt	Luann Romanelli	Gary Barno
Marcie Stiner	Kathryn Nash	Parent Liaison - TBD	MS Teacher TBD
Rita Lopez	Christie Graves	Rob Mansell	Scott Hassall
Lisa Visalli	Nicole Sinclair	David Hahn	Crystal Rupp
Todd Henry	Karen Haak	Julie Gilman	Brad Steve
Michael Pullen	Megan Paliotti	Mark Mathews	Sara McLean
Paul Petersen			

f. Personnel Items:

1. Letter of Resignation – Emma Chavez-Trejo

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Emma Chavez-Trejo as Cleaner, effective June 23, 2023.

2. Letter of Resignation – Lisa Putman

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and

pursuant to Education Law accepts the resignation from Lisa Putman as Teacher Aide, effective June 23, 2023.

3. Letter of Resignation – Laurel LaTray

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Laurel LaTray as Special Education Teacher, effective August 18, 2023.

4. Letter of Resignation – Alexandra Zoccali

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law accepts the resignation from Alexandra Zoccali as School Counselor, effective July 17, 2023.

5. Appoint Automotive Mechanic – Paul Giambrone

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the 52 week probationary appointment of Paul Giambrone as Automotive Mechanic, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87 as follows:

Probationary Period: July 1, 2023-June 30, 2024

Salary: \$30.00/hr.

6. Appoint Teacher – Whitney Markwica

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four- year probationary appointment of Whitney Markwica as an English Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: English Language Arts 7-12, Initial

Tenure Area: English

Probationary Period: August 29, 2023-August 28, 2027

Salary: Step D \$52,002

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

7. Appoint Teacher – Michael Groth

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Michael Groth as a Math Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Mathematics 7-12, Professional

Tenure Area: Mathematics

Probationary Period: August 29, 2023-August 28, 2027

Salary: Step I \$54,959

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding

Regulations.

8. Appoint Special Education Teacher – Ryan Beer

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Ryan Beer as Special Education Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: Students with Disabilities, Grades 1-6, Initial

Tenure Area: Special Education, Generalist

Probationary Period: August 29, 2023-August 28, 2027

Salary: Step D, \$52,002

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

9. Appoint English Teacher – Lillian Sauer

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the four year probationary appointment of Lillian Sauer as an English Teacher conditional upon a criminal history record check according to Commissioners Regulation §80 1.11 and Part 87 as follows:

Certification: English Language Arts 7-12, Initial

Tenure Area: English

Probationary Period: August 29, 2023-August 28, 2027

Salary: Step L \$55,852

The expiration date is tentative and conditional only. In order to be eligible for and considered for tenure, the teacher must meet all requirements of the educational law and corresponding regulations.

10. Permanent Appointment –Jennifer Bundy

**RESOLUTION**

Be it resolved, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the permanent appointment of Jennifer Bundy as Clerk Typist effective August 1, 2023.

11. Permanent Appointment –Rita Lopez

**RESOLUTION**

Be it resolved, that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the permanent appointment of Rita Lopez as School Lunch Manager effective July 18, 2023.

12. Pro-Tem District Clerk – Melanie Geil

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves Melanie Geil to serve as Pro-Tem District Clerk for the 2023-2024 school year at an hourly rate of \$27.89.

13. Appoint Pool Operator – Michael Lockwood

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the appointment of Michael Lockwood as Pool Operator for the

2023-2024 school year at a stipend of \$1,000.00.

14. Appoint Recreation Assistant – Fitness Center

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the appointment of Ethan Durocher as a Recreation Assistant – Fitness Center at rate of \$14.20/hour for the 2023-2024 school year.

15. Deputy Claims Auditor Payment – Russell Harris

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Director of Business Operations and Finance and pursuant to Education Law authorizes the payment to Russell Harris, Deputy Claims Auditor, in the amount of \$1,000.00.

16. Written Agreement between the Superintendent and an Employee of the District

**RESOLUTION**

Resolved, that the Board of Education of the North Rose-Wolcott Central School District approves the written agreement between the Superintendent of Schools and an employee of the District, executed on July 13, 2023.

17. Co-Curricular Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill co-curricular positions for the 2023-24 school year.

Name	Bldg.	Title	Step	Year	Salary
Kathryn Nash	ES	AV Coordinator	1	3	\$1,357
Kurt Laird	MS	Bus Loader	3	9	\$1,771
Adam Bishop	MS	Bus Loader	1	1	\$1,135
Alex Richwalder	MS	Musical – Pit Band Director	3	9	\$1,836
Ethan Durocher	MS	AV Club Advisor	1	1	\$1,357
Tony Tubolino	MS	National Junior Honor Society	1	1	\$1,357
Bethany Bemis	MS	Solo Fest Advisor			\$32.50/hour - \$260 max
Alex Richwalder	MS	Solo Fest Advisor			\$32.50/hour - \$260 max
Caitlyn Bishop	MS	Student Council Advisor	1	3	\$1,422
David Hahn	MS	Student Council Advisor	1	1	\$1,422
Crystal Weigand	MS	Yearbook Advisor	2	6	\$1,527
Lindsay Wiegand	MS	Yearbook Advisor	1	1	\$1,131
Bethany Bemis	MS	Musical Director	1	2	\$3,025
Caitlyn Bishop	MS	Musical Director	1	3	\$3,025
Anna Howell	MS	Musical Set Construction	1	2	\$446
Laurie Crippen	MS	Musical Costume Designer	1	1	\$446
Alex Richwalder	MS	Band – All County	1	3	\$466
Alex Richwalder	MS	Band – All State	1	2	\$466
Bethany Bemis	MS	Chorus – All County	1	2	\$457
Bethany Bemis	MS	Chorus – All State	1	2	\$457
Ron Colon	MS	Art Club	1	1	\$1,357
Crystal Weigand	MS	Class Advisor- 2029	1	1	\$644
Melanie Geil		Athletic Event Staff			Per NRWTA contract
Adam Bishop		Athletic Event Staff			Per NRWTA contract

Brad LeFevre		Athletic Event Staff			Per NRWTA contract
Ashley McDonald		Athletic Event Staff			Per NRWTA contract
Michael Lockwood		Athletic Event Staff			Per NRWTA contract
Heather Dennis		Athletic Event Staff			Per NRWTA contract
Jerry DeCausemaker		Athletic Event Staff			Per NRWTA contract
Ethan Durocher		Athletic Event Staff			Per NRWTA contract
Amy Chmielecki		Athletic Event Staff			Per NRWTA contract
David Hahn		Athletic Event Staff			Per NRWTA contract
Lisa Olmstead		Athletic Event Staff			Per NRWTA contract
Adam Hawley		Athletic Event Staff			Per NRWTA contract
Gary Lockwood		Athletic Event Staff			Per NRWTA contract
Rob Yarrow		Athletic Event Staff			Per NRWTA contract
Rob Yarrow		Modified Official			Per NRWTA contract

18. Coaching and Athletic Department Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following coaching and athletic department appointment for the 2023-24 school year, conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87, and successful completion of all required First Aid/CPR and Child Abuse courses.

Position		Name	Step	Years	Salary
Aquatics Director		Amy Chmielecki	4	20	\$9,539
Girls' Tennis Volunteer Assistant Coach	Modified	Ryan Haskins			Volunteer
Girls' Soccer Volunteer Assistant Coach	Varsity	Keith Cuykendall			Volunteer
Boys Soccer Volunteer Assistant Coach		Mike Virts			Volunteer
Cross Country Coach	Modified	Nick Wojciek	4	16	\$3,272
Cross Country Coach	Varsity	Michael Flaherty	2	6	\$4,132
Boys Soccer Coach	Varsity	Michael Graves	3	9	\$3,493
Girls Soccer Coach	Varsity	Jamie Carr	4	17	\$6,042
Girls Tennis Coach	Varsity	Michael Grasso	4	19	\$5,051
Girls Tennis Coach	Modified	Zachary Norris	1	3	\$2,558
Boys Volleyball Coach	Varsity	David Hahn	2	4	\$4,944
Girls Volleyball Coach	Varsity	Alex Richwalder	4	12	\$6,042
Girls Volleyball Coach	JV	Caroline Strub	1	2	\$2,558
Golf Coach	Varsity	Adam Hawley	3	9	\$4,592
Girls Swim	Varsity	Brian Cole	3	9	\$8,243
Girls Soccer Coach	Modified	Patricia Jackson	4	23	\$3,272

19. Aquatics Program

Amy Chmielecki, Aquatics Director is recommending the following individuals to fill Water Safety Instructors and/or Lifeguard or Program Director positions.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs during the 2023-2024 school year.

Name	Position(s)	Rate/Hr.
Gunnar Bjerga	Lifeguard	\$14.20/hr.
Autumn Davenport	Lifeguard	\$14.20/hr.
Leah Decker	Lifeguard	\$14.20/hr.
Cora Haffner	Lifeguard	\$14.20/hr.
Casen Lange	Lifeguard	\$14.20/hr.
Lauren Loveless	Lifeguard	\$14.20/hr.
Ashton Smith	Lifeguard	\$14.20/hr.
Hanna Stubbe	Lifeguard	\$14.20/hr.
Matthew Ingersoll	Lifeguard	\$14.20/hr.
Jolee Stubbe	Lifeguard	\$14.20/hr.
Kenda Balcom	Lifeguard	\$14.20/hr.
Bryan Mahoney	Lifeguard	\$14.20/hr.
Helen Palmer	Assistant Program Director – Swim	\$22.66/hr.
Katelyn Cox	Water Safety Instructor	\$25.75/hr.
Paige Starczewski	Program Director – Swim	\$25.75/hr.
Kathleen Lange	Program Director – Swim	\$28.84/hr.
Amanda Randall	Program Director – Swim	\$28.84/hr.

20. Academic and Enrichment Summer Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs from July 1, 2023 through August 24, 2023 conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Julie Gilman	Grant Program Teacher	\$39.78/hr
Jennifer Judge	Grant Program Teacher	\$39.78/hr.
Michele Bartholomew	Grant Program Teacher	\$39.78/hr.
Lori Purcell	Grant Program Teacher	\$39.78/hr.
Amanda Johnson	Grant Program Teacher	\$39.78/hr
Carrie Hoestermann	Grant Program Teacher	\$39.78/hr.
Jacqueline Nelson	Grant Program Teacher	\$39.78/hr.
Sundra Wendt	Grant Program Teacher Aide	\$17.60/hr.
Yvonne Bishop	Grant Program Teacher Aide	\$15.25/hr. effective July 1, 2023-August 18, 2023
Karen Cryderman	Grant Program Teaching Assistant	\$19.10/hr.
Jennifer Renzi	TVI/TOD	\$39.78/hr.

21. Academic and Enrichment Summer Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Makayla Philbee	Grant Program Student Worker - 7/1/23-8/18/23	Volunteer
Samuel Collins	Grant Program Student Worker -7/1/23-8/18/23	\$14.20/hr.

Nolan Bishop	Grant Program Student Worker -7/1/23-8/18/23	\$14.20/hr.
Shey Isbell	Grant Program Student Worker -7/1/23-8/18/23	\$14.20/hr.
Cole Aumick	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.
Alicia Castro	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.
Hailey Ennist	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.
Skyler Goodrich	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.
Lacie Scheid	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.
Sean Mahoney	Grant Program Student Worker -7/10/23-8/18/23	\$14.20/hr.

22. Summer Curriculum Writing/Professional Development

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following individuals to participate in curriculum writing workshops in July-August 2023 at \$35.00/hr.

Whitney Markwica

Michael Groth

Ryan Beer

Lillian Sauer

23. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2023-2024 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Lucia Copeland	Elementary School
Patricia Weber	Elementary School
Meagan Pentycufe	Elementary School
Dawn McIntyre	Elementary School
Brandon Kapsinski	High School
Amber Landry	High School
Adam Hawley	High School
Amy Wiktorowicz	High School
Cary Merritt	High School
Jill Ricci	Middle School
David Hahn	Middle School

24. Appoint District MTSS Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the appointment of the following individuals to serve as MTSS Coaches and to be paid through MHAT grant funds during the 2023-2024 school year.

Name	Position	Stipend
Christine Chapman	MTSS Building Coach	\$1,000
Kimberly Schroth	MTSS Building Coach	\$1,000
Amy Wiktorowicz	MTSS Building Coach	\$1,000

25. Correction Academic and Enrichment Summer Program Appointments

The following individuals are being recommended to work in the summer academic and enrichment programs that are funded by grants.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs from ~~July 1, 2023~~ *June 1, 2023* through ~~August 18, 2023~~ *August 24, 2023* conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Michael Scharvella	Grant Program Teacher	\$39.78/hr.
Amy Musengo	Grant Program Teacher	\$39.78/hr.
Michael VanDoren	Grant Program Teacher	\$39.78/hr.
Maureen Mahoney	Grant Program Teacher	\$39.78/hr.
William McDermott	Grant Program Teacher	\$39.78/hr.
Brandon Karcinski	Grant Program Teacher	\$39.78/hr.
Ryan Haskins	Grant Program Teacher	\$39.78/hr.
Paul Petersen	Grant Program Teacher	\$39.78/hr.
Amy Johnson	Grant Program Teacher	\$39.78/hr.
Kaitlyn Bowens	Grant Program Teacher	\$39.78/hr.
Mike Flaherty	Grant Program Teacher	\$39.78/hr.
Cary Merritt	Coordinator/Clerk	\$39.78/hr.

**26. Correction Appoint Extended School Year (ESY) Summer School Staff**

Sara McLean is recommending the following individuals to staff the Special Education Summer School Program.

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill positions for Special Education Summer School, from July 1, 2023 through August 18, 2023.

Name	Position	Salary
Melissa Stevens	ESY Teacher Aide	<del>\$20.94/hr.</del> \$20.91/hr.

**13. Policies**

A motion for approval of items as listed under Policies is made by Linda Eygnor and seconded by Paul Statskey

a) Approval of Policies

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the following new and/or revised policies:

<b>7000</b>	<b>Students</b>	
7613	The Role of the Board in Implementing A Students Individualized Education Program	Revised
<b>8000</b>	<b>Instruction</b>	
8220	Career and Technical (Occupational) education	Revised
8320	Selection of Library and Multimedia Materials	Revised
8241	Patriotism, Citizenship and Human Rights Education	Delete

**14. Items requiring a roll call vote:**

A motion for approval of Items #1 & 2 is made by Paul Statskey and seconded by Jasen Sloan

1. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2023-2024 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Sara Boogaard	Middle School

2. Appoint District MTSS Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the appointment of the following individuals to serve as MTSS Coaches and to be paid through MHAT grant funds during the 2023-2024 school year.

Name	Position	Stipend
Sara Boogaard	MTSS Building Coach	\$1,000

Lucinda Collier	Voting	<u> X </u> yes	___ no
John Boogaard	Voting	<u> abstained </u>	
Shelly Cahoon	Voting	<u> X </u> yes	___ no
Linda Eygnor	Voting	<u> X </u> yes	___ no
Tina Reed	Voting	<u> X </u> yes	___ no
Jasen Sloan	Voting	<u> X </u> yes	___ no
Paul Statskey	Voting	<u> X </u> yes	___ no

A motion for approval of Items #3, 4, 5 & 6 is made by Jasen Sloan and seconded by Linda Eygnor

3. Leadership Council

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following to serve on Leadership Council for the 2023-2024 school year at a stipend of \$2500.

<b>Lead Teachers:</b>	<b>Building</b>
Casie DeWispelaere	Middle School

4. Appoint District MTSS Personnel

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law approves the appointment of the following individuals to serve as MTSS Coaches and to be paid through MHAT grant funds during the 2023-2024 school year.

Name	Position	Stipend
Casie Wispelaere	MTSS Building Coach	\$1,000

5. Co-Curricular Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, appoints the following individuals to fill co-curricular positions for the 2023-24 school year.

Name	Bldg.	Title	Step	Year	Salary
Casie DeWispelaere	MS	Class Advisor 2028	1	2	\$644

6. Aquatics Program

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals as Water Safety Instructors and/or Lifeguards or Program Directors for all swim programs during the 2023-2024 school year.

Name	Position(s)	Rate/Hr.
Ryan DeWispelaere	Lifeguard	\$14.20/hr.

Lucinda Collier	Voting	<u> X </u> yes	___ no
John Boogaard	Voting	<u> X </u> yes	___ no
Shelly Cahoon	Voting	abstained	
Linda Eygnor	Voting	<u> X </u> yes	___ no
Tina Reed	Voting	<u> X </u> yes	___ no
Jasen Sloan	Voting	<u> X </u> yes	___ no
Paul Statskey	Voting	<u> X </u> yes	___ no

A motion for approval of Item #7 is made by John Boogaard and seconded by Tina Reed.

7. Academic and Enrichment Summer Program Appointments

**RESOLUTION**

Be it resolved that the Board of Education, upon recommendation of the Superintendent of Schools and pursuant to Education Law, approves the following individuals to work various summer academic and enrichment programs from July 1, 2023 through August 24, 2023 conditional upon a criminal history record check according to Commissioners Regulation §80-1.11 and Part 87.

Staff	Position	\$/Hr.
Jennifer Sloan	Grant Program Teacher Assistant	\$19.10/hr.

Lucinda Collier	Voting	<u> X </u> yes	___ no
John Boogaard	Voting	<u> X </u> yes	___ no
Shelly Cahoon	Voting	<u> X </u> yes	___ no
Linda Eygnor	Voting	<u> X </u> yes	___ no
Tina Reed	Voting	<u> X </u> yes	___ no
Jasen Sloan	Voting	abstained	
Paul Statskey	Voting	<u> X </u> yes	___ no

**Good News:**

- Various Newspaper Articles

**Board Member Requests/Comments/Discussion:**

- BOE Workshop & Retreat – Dates TBD

**Informational Items:**

- Claims Auditor Reports

**EXECUTIVE SESSION:**

A motion was requested to enter executive session to discuss a legal matter.

The motion was made by Linda Eygnor and seconded by John Boogaard with motion approved 7-0.

Time entered: 7:20 p.m.

**Return to regular session at 7:56 p.m.**

Adjournment:

A motion was requested to adjourn the regular meeting.

Motion for approval was made by Linda Eygnor and seconded by Paul Statskey with motion approved 7-0.

Time adjourned: 7:56p.m.

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Tina St. John, Clerk of the Board of Education

**North Rose-Wolcott**  
Organizational Professional Development Plan  
2023-2024

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## North Rose-Wolcott Professional Development Plan 2023-2024

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# North Rose-Wolcott Professional Development Plan 2023-2024

<p><i>It is our <b>MISSION</b> that</i> Each student will leave the NRW family with pride and preparedness for their future path</p> <p><i>through our <b>VISION</b> that</i> NRW is a community committed to fostering connections and developing experiences where individuals can engage in learning that cultivates individualized potential.</p>	<p><b>North Rose-Wolcott</b> Central School District</p> <p>Strategic Action Plan</p> 
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## Congar Values

We are...

- Courageous
- Optimistic
- Understanding
- Grateful
- Adaptable
- Respectful

Because we value...

- Perseverance
- Relationships
- Inquiry
- Diversity
- Engagement

<p>Community Promises</p>	<p><b>Partnerships</b> - We will foster collaboration and communication that connects students, families and the community by creating positive relationships.</p> <p><b>Equity</b> - We will create a safe, honest, and welcoming environment that appreciates diverse backgrounds, experiences, perspectives and the unique qualities of our school community where all voices are heard.</p> <p><b>Social Emotional</b> - We will cultivate authenticity and vulnerability through awareness of the social and emotional needs of ourselves and others.</p> <p><b>Academic</b> - We will provide personal and professional learning opportunities for staff and students to focus on quality academic programming to measure individualized success.</p> <p><b>Financial</b> - We will hold ourselves accountable for responsible management of funds that align to our priorities, as well as transparent communication about the usage of those funds.</p>
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## North Rose-Wolcott Professional Development Plan 2023-2024

### **Introduction**

This plan addresses needs based on student achievement data and ESSA measures. It supports the community promises of the District Strategic Action Plan. These are as follows:

**Partnerships-** We will foster collaboration and communication that connects students, families and the community by creating positive relationships.

**Equity-** We will create a safe, honest, and welcoming environment that appreciates diverse backgrounds, experiences, perspectives, and the unique qualities of our school community where all voices are heard.

**Social Emotional-** We will cultivate authenticity and vulnerability through awareness of the social and emotional needs of ourselves and others.

**Academic-** We will provide personal and professional learning opportunities for staff and students to focus on quality academic programming to measure individualized success

**Financial-** We will hold ourselves accountable for responsible management of funds that align to our priorities, as well as transparent communication about the usage of those funds.

**NRW Student Achievement Data for 2022-2023:**

## North Rose-Wolcott Professional Development Plan 2023-2024

Grade	Proficiency Rate <i>Early Literacy/Literacy</i> <b><u>Fall 2022</u></b>	Proficiency Rate <i>Early Literacy/Literacy</i> <b><u>Winter 2023</u></b>	Proficiency Rate <i>Early Literacy/Literacy</i> <b><u>Spring 2023</u></b>	Desired Results <b>ELA '22-23</b> Proficiency Rate
K	45%	62%	65%	90%
1	37%	46%	50%	90%
2	35%	46%	63%	90%
3	45%	59%	58%	90%
4	50%	64%	67%	90%
Grade	Proficiency Rate <i>Early Numeracy/Math</i> <b><u>Fall 2022</u></b>	Proficiency Rate <i>Early Numeracy/Math</i> <b><u>Winter 2023</u></b>	Proficiency Rate <i>Early Numeracy/Math</i> <b><u>Spring 2023</u></b>	Desired Results <b>MATH '22-23</b> Proficiency Rate
K	44%	59%	66%	90%
1	48%	59%	67%	90%
2	46%	50%	61%	90%
3	52%	63%	72%	90%
4	52%	59%	65%	90%

North Rose-Wolcott Professional Development Plan 2023-2024

<b>Grade</b>	<b>Proficiency Rate Aimsweb Reading '22-23 <i>Fall 2022</i></b>	<b>Proficiency Rate Aimsweb Reading '22-23 <i>Winter 2023</i></b>	<b>Proficiency Rate Aimsweb Reading '22-23 <i>Spring 2023</i></b>	<b>Desired Results Aimsweb Reading '22-23 Proficiency Rate</b>
5	66.5%	78.5%	69%	90%
6	61.5%	66%	71.5%	90%
7	72%	77%	67%	90%
8	76%	64%		90%
<b>Grade</b>	<b>Proficiency Rate Aimsweb Math '22-23 <i>Fall 2022</i></b>	<b>Proficiency Rate Aimsweb Math '22-23 <i>Winter 2023</i></b>	<b>Proficiency Rate Aimsweb Math '22-23 <i>Spring 2023</i></b>	<b>Desired Results Aimsweb MATH '22-23 Proficiency Rate</b>
5	64%	72%	64%	90%
6	46.5%	64%	45%	90%
7	53%	54%	68%	90%
8	52%	44%	53%	90%

## North Rose-Wolcott Professional Development Plan 2023-2024

### NYS Regents Exam Data for June 2023

	Mastery Rate	Passing Rate	Passing Rate Including Appeals
Algebra I	5%	63%	80%
English Language Arts	10%	46%	65%
US History & Government	9%	78%	93%
Algebra II	4%	64%	88%
Physical Setting/Earth Science	33%	78%	94%
Physical Setting/Chemistry	19%	62%	100%
Geometry	6%	52%	67%
Living Environment	4%	58%	84%
Physics	0%	100%	100%
Global History & Geography	13%	63%	76%

### Professional Development Committee Membership

Name	Title
Megan Paliotti	Assistant Superintendent for Instruction and School Improvement

## North Rose-Wolcott Professional Development Plan 2023-2024

Mark Mathews	Alternative Learning Center School Principal
Crystal Rupp	Middle School Principal
Scott Hassall	Middle School Assistant Principal
Lisa Visalli	High School Assistant Principal
Christie Graves	Elementary School Principal
Laurie Elliott	Community Schools Administrator
Marc Blankenberg	Athletic Director
Sara McLean	Director of Special Education
Lucia Copeland	Teacher/Leadership Council Member
Dawn McIntyre	Teacher/Leadership Council Member
Karen Haak	Teacher/Leadership Council Member

Meagan Pentycofe	Teacher/Leadership Council Member
Sara Boogaard	Teacher/Leadership Council Member
Casie DeWispalaere	Teacher/Leadership Council Member
Jill Ricci	Teacher/Leadership Council Member
Tony Tubolino	Teacher/Leadership Council Member
Amber Landry	Teacher/Leadership Council Member

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### North Rose-Wolcott Professional Development Plan 2023-2024

Amy Wiktorowicz	Teacher/Leadership Council Member
Adam Hawley	Teacher/Leadership Council Member
<a href="#">Brandon Kapcinski</a>	Teacher/Leadership Council Member

#### **New York State Department Regulations and Requirements**

This professional development plan is in compliance with Commissioner Regulations 100.2 (dd) that requires each district and BOCES to collaboratively create professional development plans that are reviewed annually. Additionally, professional development activities outlined in this plan provide teachers with the opportunities needed to meet and maintain the Continuing Teacher Leader Education (CTLE) requirements as defined by The Board of Regents in Subpart 80-6 of the Regulations of the Commissioner of Education to implement Chapter 56 of the Laws of 2015 relating to the registration process for any holder of a classroom teaching, school leader and teaching assistant certificate that is valid for life (Permanent, Professional and Level III Teaching Assistant) and the establishment of Continuing Teacher and Leader Education (CTLE) requirements for Professional and Level III Teaching Assistant certificate holders.

North Rose-Wolcott Central School District, Wayne-Finger Lakes (W-FL) BOCES, and other approved professional development providers will provide Professional Certificate holders with certificates, physical or electronic, acknowledging completion of workshops, trainings, and professional development opportunities qualifying for CTLE credits. Such certificates will include: participant's name, title of the program attended, date and location of program, number of hours completed, and providing sponsor's name.

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## North Rose-Wolcott Professional Development Plan 2023-2024

The content of the North Rose-Wolcott's professional development plan is being supported in part by BOCES, RBERN, RSE-TASC, Teacher Centers, Regional Information Centers and other approved school districts and vendors.

Professional Development will focus on NYS Next Generation Standards, Curriculum Writing and Alignment, Assessment of Learning, Social emotional learning, Implicit Bias, Cultural Responsiveness. These priorities were determined based on student data regarding achievement and suspension data, current education needs, and equity for all students.

### **Philosophy**

The purpose of the plan shall be to improve the quality of teaching and learning by ensuring that all administrators, teachers, teaching assistants, and other instructional staff participate in substantial professional development in order that they remain current with their profession and meet the learning needs of their students. We are committed to high-quality professional development to provide ongoing growth for practitioners within our organization, as well as to the assessment of ongoing professional development initiatives. Professional development provided to staff is tailored to the needs of the individual, district, and building. It progresses across grade levels (PreK-graduation) and when appropriate, is continuous and sustained.

We strive to provide professional development in alignment with the New York State Professional Development Standards (<http://www.highered.nysed.gov/tcert/pdf/pdstds.pdf>):

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## North Rose-Wolcott Professional Development Plan 2023-2024

1. **Designing Professional Development:** Professional development design is based on data; is derived from the experience, expertise and needs of the recipients; reflects best practices in sustained job-embedded learning; and incorporates knowledge of how adults learn.
2. **Content Knowledge and Quality Teaching:** Professional development expands educators' content knowledge and the knowledge and skills necessary to provide developmentally appropriate instructional strategies and assess student progress.
3. **Research-based Professional Learning:** Professional development is research-based and provides educators with opportunities to analyze, apply, and engage in research.
4. **Collaboration:** Professional development ensures that educators have the knowledge, skill, and opportunity to collaborate in a respectful and trusting environment.
5. **Diverse Learning:** Professional development ensures that educators have the knowledge and skills to meet the diverse learning needs of all students.
6. **Student Learning Environments:** Professional development ensures that educators are able to create safe, secure, supportive, and equitable learning environments for all students.
7. **Parent, Family, and Community Engagement:** Professional development ensures that educators have the knowledge, skill, and opportunity to engage and collaborate with parents, families, and other community members as active partners in their children's education.
8. **Data-Informed Professional Practice:** Professional development uses disaggregated student data and other evidence of student learning to determine professional development learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth.
9. **Technology:** Professional development promotes technological literacy and facilitates the effective use of all appropriate technology.

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## North Rose-Wolcott Professional Development Plan 2023-2024

10. **Evaluation:** Professional development is evaluated using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

### PD Standards

- A. Professional Growth and Collaboration.** Professional learning fosters a foundation of continuous professional growth characterized by collaborative relationships, reflection, respect, and commitment to student and educator learning.
- B. Expanding Professional Capacity.** Professional learning builds individual and collective capacity for deepening and expanding educator expertise and improving outcomes for all students.
- C. Leadership.** Professional learning develops and fosters skillful leaders who cultivate vision, capacity, advocacy, communication, and support systems.
- D. Professional Learning Approaches.** Professional learning integrates theories, research, and models of adult learning to achieve intended outcomes.
- E. Utilizing Data.** Professional learning incorporates a variety of sources and types of student, educator, and system data to monitor student progress, sustain professional growth, and inform, plan, assess, and evaluate professional learning. .
- F. Cultural Responsiveness.** Professional learning responds to a culturally and linguistically diverse population of learners and promotes academic and social-emotional growth by emphasizing and building upon their cultural strengths, knowledge, and skills.
- G. Engagement Among Diverse Communities.** Professional learning builds capacity for educators, families, community members, and other stakeholders for shared ownership of student and community success.

### **Organizational Professional Development Goals**

Curriculum maps will be updated and aligned vertically in a continuous cycle.

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## North Rose-Wolcott Professional Development Plan 2023-2024

Teachers will receive professional development in order for them to best meet their students' academic needs, no matter the format of instruction, whether in person, hybrid or virtual.

Social emotional learning will be a component in all formats of learning.

Teachers will improve their understanding of equity, implicit bias and culturally responsive instruction, incorporating them into their practices.

### Action Plans

*Goal 1: New Staff Induction*

- *Mentoring*
- *New Teacher Orientation*

Objective:

*All new teachers will participate in 3 days of New Teacher Orientation during which they will be introduced to key components and learnings about the district and our students. All new teachers at North Rose-Wolcott will complete a mentored teaching experience within their first year of employment as a teacher in the district. The purpose of the mentoring program is to provide support for new teachers, retention of teachers, and to increase the skills of new*

## North Rose-Wolcott Professional Development Plan 2023-2024

*teachers. Year 2 and 3 teachers will be provided mentorship in a step down approach to allow them to become more independent each year.*

*The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law (i.e., the Taylor Law); however, Commissioner's Regulation does not impose a collective bargaining obligation that is not required by the Taylor Law.*

### Activities and Strategies:

The role of the mentor is: to provide instructional and personal support for the new teacher; facilitate the growth and development of the new teacher; and share ideas, problem-solve, promote reflective practice, and model collegiality.

Mentors are assigned through agreement between the ASI, building principal, and NRWTA union president. Mentors will attend New Teacher Orientation to introduce themselves, if available.

Mentoring activities include, but will not be limited to: developing instructional plans; peer observations; role-playing of parent conferences; peer coaching; assisting with administrative requirements; examining student work together; and engaging the new teacher in reflective conversations.

Inputs	Evidence	Responsibility	Timeline
Assigning mentorships	Each mentee will be assigned a mentor for their first year for employment. The second and third year of employment at NR-W, there is access to the mentor as needed.	Assistant Superintendent for Instruction/Building Administrator	Prior to New Teacher Orientation
Preparation of mentors	Attendance at a mentor training	Assistant Superintendent to inform mentors of when training is offered	Prior to/while mentoring teachers

## North Rose-Wolcott Professional Development Plan 2023-2024

Identify planned mentoring activities	Meetings, phone calls, emails	Mentor	Throughout the school year
Determine how the mentoring program has been effective	Teacher retention Mentoring log Repeat willingness to mentor Reflection of mentoring experience via feedback form completed by new teachers	Mentor and Assistant Superintendent for Instruction/Building administrator	June of 2024

### Provisions for Mentoring Program

The North Rose Wolcott Mentoring Program is defined by Board of Education policy, as outlined below:

*All new teachers at North Rose Wolcott CSD holding an initial certificate will complete a mentored teaching experience within their first year of employment as a teacher. The purpose of the mentoring program is to provide support for new teachers, retention of teachers, and to increase the skills of new teachers.*

*The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law (i.e., the Taylor Law); however, Commissioner's Regulation does not impose a collective bargaining obligation that is not required by the Taylor Law.*

*In accordance with Commissioner's Regulations, the elements of the mentoring program include:*

Procedure for Selecting Mentors	The principal and ASI will assign a mentor to each new teacher in consultation with the NRWTA President.
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## North Rose-Wolcott Professional Development Plan 2023-2024

Role of the Mentors	Mentors will provide confidential guidance and support to the new teacher in all areas of their professional life.
Preparation of Mentors	Mentors will attend a mentor training. Mentor books will be provided to staff to guide them in conversations and supporting the new teacher.
Types of Mentoring Activities	Meetings, workbook activities, phone calls, emails.
Time Allotted for Mentoring	Mentors are paid for any time they provide outside of their regular work day.

### **New Teacher Orientation**

New teachers will attend a 3 day orientation before the start of school. These days are meant to introduce the new teachers to the mission and vision of the district through learning focused on the following areas: Strategic Action Plan, Wayne County statistics and demographics, district data systems, time with building administrators, time with mentors, mindfulness, work/life balance, personalized learning, digital resources, setting up google classrooms, introduction to community partners, brain based learning differences, and getting to know the community.

*Goal 2: (ELL - Required - waiver available but goal required)*

*\*Applying for exemption due to low enrollment*

Objective: ***Provide culturally responsive education for English Language Learners, LGBTQ+ students, diversity in race, students with disabilities, etc.***

Objective: *North Rose Wolcott CSD will build staff capacity in order to provide instruction that is culturally responsive, accounts for individual student needs (differentiation), and increases parent engagement for parents.*

Activities and Strategies:

## North Rose-Wolcott Professional Development Plan 2023-2024

- *The District will provide professional development to all instructional staff around cultural responsiveness, differentiation, alternative assessment methods, and parent engagement.*
- *ESL teachers will receive PD through RBERN, WFL BOCES, Monroe 1 and Monroe 2 BOCES that focus specifically on ELL students.*

### *Goal 3: School Violence Prevention and Intervention*

- *Required Drills (Lockdown and Evacuation)*
- *Promoting mental health and wellness*
- *Addressing warning signs*
  - *Effective classroom management*
  - *Integration of social and problem solving for students*

*\*GCN & Utica National, Right to Know, DASA, Character Education, Tap APP*

Objective: For all staff to understand how to keep themselves and students safe.

### Activities and Strategies:

- *A district-wide safety team representing all stakeholders meets monthly to review and revise the following district documents: student code of conduct, district attendance policy administration procedures, district-wide safety plan, and building level safety plan*
- *Schedule, communicate, and execute required Drills (Lockdown and Evacuation) as outlined in the District Safety Plan*
- *Provide required staff development regarding the Right to Know, DASA, violence prevention, and mental health through the Safe Schools platform*
- *Provide intervention through MTSS system that addresses student mental health and wellness*

## North Rose-Wolcott Professional Development Plan 2023-2024

- *Implement the Suicide Prevention Plan*
- *Train staff and students in Teen Mental Health First Aid and Youth Mental Health First Aid*
- *Utilize School Resource Officer as a preventative measure whereby positive relationships are established between SRO, students, and staff*
- *Utilize SRO to provide instruction for students around the Student Code of Conduct and appropriate internet use.*
- *Implement TapApp*
- *Dedicate one Professional Development Day to Social, Emotional, and Physical Safety*
- *Increase teacher capacity in the areas of:*
  - *Effective classroom management*
  - *Integration of social and problem solving for students*

Inputs	Evidence	Responsibility	Timeline
Right to Know/Bloodborne Pathogens	Safe Schools Platform	Superintendent's Office	Opening Day Professional Development
Dignity for All Student Act Training	Safe Schools Platform Opening day presentation from Sara Visinguard, school attorney	Superintendent's Office	Opening Day Professional Development
Fire/Lockdown/Lockout/Evacuation Drill Training		Director of Facilities/Building Administrators	Opening Day Professional Development
Wellness Committee		Athletic Director	Throughout the year
School Resource Officer Program		Superintendent's Office	Throughout the year
Restorative Practices	Training on Professional Development Days and Faculty meetings	Assistant Superintendent for Instruction and Curriculum	Throughout the year

## North Rose-Wolcott Professional Development Plan 2023-2024

School Violence Prevention		School Resource Officer	Throughout the year
Child Abuse Recognition	Trauma Informed Care practices	Assistant Superintendent	Throughout the year
Addressing the needs of children with autism		Director of Special Education & PPS	Throughout the year

### Estimated Average Number of Hours each teacher/leader is expected to participate in Professional Learning

Positions	Hours	CTLE hours / choice topics
Teachers	at least 20 hours per year to stay on track for 100 hours	Conference days, staff meetings, BOCES offerings, R-BERN offerings
Teaching Assistants		Conference days, staff meetings, BOCES offerings
Administrators		BOCES Offerings, R-BERN offerings, Other
Support Staff		Conference days, Departmental training, Wayne County trainings

Our professional learning is continuous and sustained.

We have teachers and administrators who teach and present at Higher Ed Institutions.

Our focus on Personalized Learning has been a multi-year focus and continues as we work to create individualized instruction for all learners.

Our Professional Learning is based on what is needed for students, but also what teachers need. We survey teachers regarding their needs and offer multiple levels of PD to meet each teacher where they are at. At the end of each PD, we ask what the next steps are that we can provide for them to feel supported or to take their learning to the next level.

## Provisions for School Violence Prevention and Intervention Training

North Rose Wolcott is committed to hiring teachers who have fulfilled the requirements of certification, including participation in workshops covering school prevention and intervention. Such workshops shall consist of at least two clock hours of training that includes but is not limited to, study in the warning signs within a developmental and social context that relate to violence and other troubling behaviors in children; the statutes, regulations, and policies relating to a safe nonviolent school climate; effective classroom management techniques and other academic supports that promote a nonviolent school climate and enhance learning; the integration of social and problem solving skill development for students within the regular curriculum; intervention techniques designed to address a school violence situation; and how to participate in an effective school/community referral process for students exhibiting violent behavior.

Upon request or determination of necessity, North Rose-Wolcott will provide refreshers on school violence prevention and intervention.

In instructional settings, North Rose- Wolcott will also utilize the interpersonal violence prevention education package provided by the State Education Department. These materials will be incorporated as part of the health or other related curricula or programs for students in grades K through 12.

*Objective: 100% of staff will meet the State requirement for school violence and intervention training.*

### *Strategies:*

- 1. A district-wide safety team representing all stakeholders meets monthly to review and revise the following district documents: student code of conduct, district attendance policy administration procedures, district-wide safety plan, and building level safety plans.*
- 2. At least annually the School District Resource Officer meets with each school's Building Level Safety Team to review a menu of crisis situations, "drill each scenario, and update and revise the Emergency Plans as needed. The school's team and administration will train the school's staff on each of the various situations and scenarios.*
- 3. Each building principal ensures that annual updates are presented to students, parents and staff regarding behavioral expectations.*
- 4. Tap App is available to all staff on all district owned devices to allow anyone to put their school into lockdown or other alerts based on severity.*

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## North Rose-Wolcott Professional Development Plan 2023-2024

### **Provisions for Teachers Certified in Bilingual and English Language Learner (ELL) Education (*and ELL PD Requirements for other certificate holders*)**

Teachers possessing a Professional certificate in the certificate title of English to speakers of other languages (all grades) or a holder of a bilingual extension under section 80-4.3 of this Title will be provided with a minimum of 50 Percent of Professional Learning clock hours in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English language learners.

*Districts will also provide other CTLE certificate holder's, Professional and Level III Teaching Assistants, a minimum of 15 percent of the required Professional Learning clock hours dedicated to the needs of English Language Learners including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English language learners unless the District meets exemption.*

North Rose Wolcott teachers may utilize the expertise and trainings provided by the Regional Bilingual Education- Resource Network or other approved sponsors to fulfill these requirements.

North Rose-Wolcott meets (and will apply for an) exemption from the professional development requirements in language acquisition for ELLs.

*\*There are fewer than 30 English language learner students enrolled or English language learners make up less than five percent of the North Rose-Wolcott total student population as of such date as established by the commissioner.*

*Recommended PD Provider:  
R-BERN*

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## North Rose-Wolcott Professional Development Plan 2023-2024

### **PROFESSIONAL DEVELOPMENT PLAN STATEMENT OF CERTIFICATION**

School District: \_\_\_\_\_ BEDS Code: \_\_\_\_\_

The superintendent certifies to the Commissioner that: (1) The planning, implementation and evaluation of the plan were conducted by a professional development team that included a majority of teachers and one or more administrator(s), curriculum specialist(s), parent(s), higher education representative(s), and others identified in the plan. (2) The requirements of CR 100.2 (dd) to have a professional development plan for the succeeding school year have been met. (3) The school District or BOCES has complied with the professional development plan applicable to the current school year. (4) The plan focuses on improving student performance and teacher practice as identified through data analysis. (5) The plan describes professional development that: • is aligned with state content and

## North Rose-Wolcott Professional Development Plan 2023-2024

student performance standards; • is articulated within and across grade levels; • is continuous and sustained; • indicates how classroom instruction and teacher practice will be improved and assessed; • indicates how each teacher in the district will participate; and • reflects congruence between student and teacher needs and district goals and objectives. (6) The plan describes how the effectiveness of the professional development will be evaluated and indicates how activities will be adjusted in response to that evaluation. (7) The plan complies with CR 100.2(dd) to: • describe and implement a mentoring program for new teachers; • provide teachers holding a professional certificate with opportunities for completing 100 hours of professional development (CTLE) every five years; • ensure that level III teaching assistants and long-term substitute teachers participate in professional development activities, • state the average number of hours each teacher is expected to participate in professional in the school year(s) covered by the plan; • describe how all teachers will be provided professional development opportunities directly related to student learning needs as identified in the school report card and other sources; • provide staff with training in school violence prevention and intervention; and • provide professional development to all professional and supplementary school staff who work with students with disabilities. (8) The plan has been reviewed and/or revised in accordance with the most current version of 100.2 (dd). The latest version of CR 100.2 (dd) can be found at: <http://www.emsc.nysed.gov/part100/pages/1002h.html>. (9)

The plan or the annual update to the plan was adopted at a public meeting by the Board of Education. \_\_\_\_\_

Print Name of Superintendent of Schools \_\_\_\_\_

Original Signature of Superintendent of Schools \_\_\_\_\_

Date \_\_\_\_\_

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North Rose Wolcott Central School District

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*Office of Pupil Services*

# Special Education District Plan

July 1, 2023-June 30, 2024

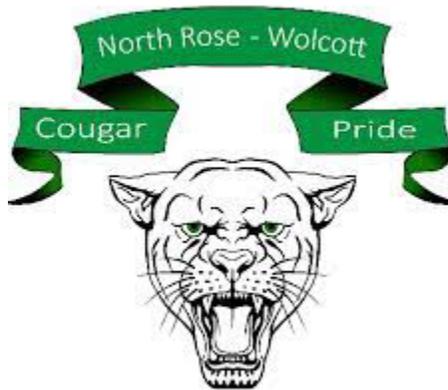
Submitted by:

Sara McLean

Director of Special Education and Pupil Services

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## Introduction

According to the Commissioner's Regulations, Part 200.2 (c), each Board of Education which receives an appointment for eligible students, pursuant to section 3602 of the Education Law, or preschool students with disabilities pursuant to section 4410 of the Education Law shall use such apportionments for special education programs and services which are in accordance with the provisions of this Part. Each Board of Education, which receives such apportionment shall keep on file and make available for public inspection and review by the commissioner an acceptable plan as required by subdivision 8(b) of section 3602 of the Education Law.

The plan shall include, but need not be limited to, the following:

1. A description of the nature and scope of special education programs and services currently available to students and preschool students residing in the district, including but not limited to descriptions of the district's resource room programs and each special class program provided by the district in terms of group size and composition.
2. Identification of the number and age span of students and preschool students to be served by type of disability, and recommended setting.
3. The method to be used to evaluate the extent to which the objectives of the program have been achieved.
4. A description of the policies and practices of the board of education to ensure the continual allocation of appropriate space within the district for special education programs that meet the needs of students and preschool students with disabilities.
5. A description of the policies and practices of the board of education to ensure that appropriate space will be continually available to meet the needs of resident students and preschool students with disabilities who attend special education programs provided by boards of cooperative educational services.
6. A description of how the district intends to ensure that all instructional materials to be used in the schools of the district will be made available in a usable alternative format,

as such term is defined in paragraph (b) (10) of this section, for each student with a disability at the same time as such instructional materials are available to nondisabled students. To meet this requirement, the district plan may incorporate by reference the plan established by the board of education pursuant to paragraph (b) (10) of this section.

7. The estimated budget to support such plan.
8. The date on which such plan was adopted by the Board of Education.
9. Any change to the allocation of space for special education program shall be made in consideration of the needs of participating students with disabilities for placement in the least restrictive environment and for the stability and continuity of their program placements.
10. The district plan, with personally identifiable student information deleted, shall be filed and available for public inspection and review by the commissioner.

## Nature and Scope of Special Education

### *Definition of Special Education*

Special Education is defined as specially designed individualized or group instruction or special services or programs, as defined in subdivision 2 of section 4401 of the Education Law, and special transportation, provided at no cost to the parent, to meet the unique needs of students with disabilities.

1. Such instruction includes but is not limited to that conducted in classrooms, homes, hospitals, institutions, and in other settings.
2. Such instruction includes specially designed instruction in physical education, including adapted physical education.
3. For the purposes of this definition
  - a. The individual needs of a student shall be determined by a committee on special education in accordance with the provisions of section 200.4 of this Part upon consideration of the present levels of performance and expected learning outcomes of the student. Such individual-need determinations shall provide the basis for written annual goals, direction for the provision of appropriate educational programs and services and development of an individualized education program for the student. The areas to be considered shall include:
    - i. *Academic achievement, functional performance and learning characteristics* which shall mean the level of intellectual functioning, adaptive behavior, expected rate of progress in acquiring skills and information, and learning style
    - ii. *Social development* which shall mean the degree and quality of the student's relationships with peers and adults, feelings about self, and social adjustment to school and community environments

- iii. *Physical development* which shall mean the degree or quality of the student's motor and sensory development, health, vitality, and physical skills or limitations which pertain to the learning process; and
  - iv. *Management needs* which shall mean the nature of and degree to which environmental modifications and human or material resources are required to enable the student to benefit from instruction. Management needs shall be determined in accordance with factors identified in each of the three areas described in clauses (a)-(c) of this subparagraph.
- b. *Group instruction* means instruction of students grouped together according to similarity of individual needs for the purpose of special education. The curriculum and instruction provided to such groups shall be consistent with the individual needs of each student in the group, and the instruction required to meet the individual needs of any on student in the group shall not consistently detract from the instruction provided other students in the group.

### *Nature of Special Education*

The Committee on Special Education (CSE) and the Committee on Pre-School Special Education (CPSE) are charged with providing that each student with a disability is educated to the maximum extent possible with their non-disabled peers in appropriate classes and programs. The CSE must consider the supports, services, and program modifications necessary for a school-age student with a disability to participate in general education classes, as well as extracurricular and nonacademic activities. The CPSE must consider how the student's disability affects his or her involvement in developmentally appropriate activities.

The North Rose Wolcott Central School District's special education department provides for access to the general education curriculum by providing a service delivery model that is weighted heavily in inclusion. Access is provided for all students to participate in as many academic and nonacademic component areas as possible. The department is committed to expanding this access to the general education curriculum as well as to expanding the opportunities for students with disabilities to be educated with their non-disabled peers.

## Definition of Disability Classifications

### **Autism**

A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, which adversely affects a student's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a student's educational performance is adversely affected primarily because the student has an emotional disturbance as defined in paragraph (4) of this subdivision. A student who manifests the characteristics of autism after age 3 could be diagnosed as having autism if the criteria in this paragraph are otherwise satisfied.

### **Deafness**

A hearing impairment that is so severe that the student is impaired in processing linguistic information through hearing, with or without amplification, which adversely affects a student's educational performance.

### **Deaf-Blindness**

Concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness.

### **Emotional Disability**

A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a student's educational performance:

- An inability to learn that cannot be explained by intellectual, sensory, or health factors.
- An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
- Inappropriate types of behavior or feelings under normal circumstances;
- A generally pervasive mood of unhappiness or depression; or
- A tendency to develop physical symptoms or fears associated with personal or school problems

This term includes schizophrenia and does not apply to students who are socially maladjusted, unless it is determined that they are emotionally disturbed.

### **Hearing Impairment**

An impairment in hearing, whether permanent or fluctuating, that adversely affects the child's educational performance but that is not included under the definition of *deafness*.

### **Learning Disability**

A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, which manifests itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia and developmental aphasia. The term does not include learning problems that are primarily the result of visual,

hearing or motor disabilities, of intellectual disability, of emotional disturbance, or of environmental, cultural or economic disadvantage.

### **Intellectual Disability**

Significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affects a student's educational performance.

### **Multiple Disabilities**

Concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which cause such severe educational needs that they cannot be accommodated in a special education program solely for one of the impairments. The term does not include deaf blindness.

### **Orthopedic Impairment**

A severe orthopedic impairment that adversely affects a student's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputation, and fractures or burns which cause contractures).

### **Other Health-Impairment**

Having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems, including but not limited to a heart condition, tuberculosis, rheumatic fever, nephritis, asthma, sickle cell anemia, hemophilia, epilepsy, lead poisoning, leukemia, diabetes, attention deficit disorder or attention deficit hyperactivity disorder or tourette syndrome, which adversely affects a student's educational performance.

### **Speech or Language Impairment**

A communication disorder, such as stuttering, impaired articulation, a language impairment or a voice impairment that adversely affects a student's educational performance.

### **Traumatic Brain Injury**

An acquired injury to the brain caused by an external physical force or by certain medical conditions such as stroke, encephalitis, aneurysm, and anoxia or brain tumors with resulting impairments that adversely affect educational performance. The term includes open or closed head injuries or brain injuries from certain medical conditions resulting in mild, moderate or severe impairments in one or more areas, including cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, and speech. The term does not include injuries that are congenital or caused by birth trauma.

### **Visual Impairment Including Blindness**

An impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness.

## Continuum of Services

The North Rose Wolcott Central School District offers a continuum of special education services to meet the needs of students with disabilities, ages 3-21. These services include consultant teacher services (direct and indirect), resource room services, related services, special class, transition services, and home/hospital instruction. A range of programs is provided to allow each student and equal opportunity for instruction in the least restrictive environment as required by law.

### **Consultant Teacher (CT) Services**

Direct and/or indirect services provided to a school-age student with a disability in the student's general education classes, including career and technical education classes, and/or to such student's general education teachers.

#### *Direct Consultant Teacher Services*

Specially designed instruction provided to an individual student with a disability or to a group of students with disabilities by a certified special education teacher to aid the student(s) to access the general education class instruction. Direct Consultant Teacher services can be combined with Indirect Consultant Teacher services.

#### *Indirect Consultant Teacher Services*

Consultation provided by a certified special education teacher to a general education teacher to assist the general education teacher in adjusting the learning environment and/or modifying his/her instructional methods to meet the individual needs of a student with a disability who attends the general education class. Indirect Consultant Teacher services can be combined with Direct Consultant Teacher services.

#### *Parameters for CT Services*

The maximum number of students who may be assigned to consultant teacher *may not* exceed 20. The minimum number of hours for CT services is *two hours per week* for direct and indirect services; in any combination.

### **Resource Room (RR) Services**

A special education program for a student with a disability registered in either a special class or general education class who is in need of specialized supplementary instruction in an individual or small group setting for a portion of the school day. Resource room programs are for the purpose of supplementing the general education or special education classroom instruction of students with disabilities who are in need of such supplemental programs. This means that instruction is not provided in place of the student's regular academic instruction.

#### *Parameters for RR Services*

Students may not spend more than 50% of their instructional day in the RR setting. The instructional group size *may not exceed five* students per RR teacher. The total number of students with disabilities assigned to a resource room teacher cannot exceed 20 students, except that the total number of the students with disabilities assigned to a resource room teacher who serves students enrolled in grades seven through twelve or a multi-level middle school program operating on a period basis cannot exceed 25 students. The minimum

number of hours for RR services shall receive *not less than three hours of instruction per week*. However, if the student is also recommended to receive consultant teacher services, the minimum number of hours of the combined resource room (RR) and consultant teacher (CT) services is three hours per week.

### **Related Services**

Related services are those that assist a student in benefiting from other special education services or assist the student in accessing the general curriculum. Related services means developmental, corrective, and other supportive services as are required to assist a student with a disability.

Related services include, but are not limited to speech-language pathology, audiology services, music therapy, interpreting services, psychological services, physical therapy, occupational therapy, counseling services, including rehabilitation counseling services, orientation and mobility services, evaluative and diagnostic medical services to determine if the student has a medically related disability, parent counseling and training, school health services, school nurse services, school social work, assistive technology services, appropriate access to recreation, including therapeutic recreation, other appropriate support services and includes the early identification and assessment of disabling conditions in students.

#### *Parameters for Related Services*

When a related service is provided to a number of students at the same time, the number of students in the group *cannot exceed five students per teacher or specialist*.

### **Special Class**

A class consisting of students with disabilities who have been grouped together because of similarity of individual needs for the purpose of receiving specially designed instruction in a self-contained setting, meaning that such students are receiving their primary instruction separate from their non-disabled peers.

#### *Parameters for Special Class*

The maximum number of students who can receive special class instruction *cannot exceed 15 students*. The chronological age range within special classes of students with disabilities who are less than 16 years of age shall not exceed 36 months. The chronological age range within special classes of students with disabilities who are 16 years of age and older is not limited.

NRW currently has the following Special Class settings in district:

- 6:1+1- New program for 23-24 designed to support students with Autism in district at the K/1 level. The smaller class setting with a high staff to student ration is needed to support development of coping skills, daily living skills, communication skills and academic skills.
- 12:1+1 - Is available at the primary and high school levels. Classes consist of a maximum of 12 students whose needs interfere with the instructional process to the extent that an additional adult is needed within the small class to assist in the instruction of these students.
- 15:1- Special class instruction provided at the middle school and high school levels to support students with disabilities who are on Regents or Local Diploma track and

require additional program modifications and accommodations to access the general education curriculum.

### **Transition Services**

A coordinated set of activities for a student with a disability beginning no later than the first IEP to be in effect when the student is age 15, designed within a results-oriented process that is focused on improving academic and functional achievement of the student with a disability to facilitate the student's movement from school to post-school activities.

### **Special Schools/Out of District Programs**

Out of district programs include those contracted for with other public-school districts, BOCES, State Education Department approved private day schools and residential schools. Generally, out of district programs are designed for students with intense or unique special education needs.

*Currently, North Rose Wolcott students attend the following:*

- Wayne Finger Lakes BOCES
- Monroe One BOCES
- School of the Holy Childhood
- Villa of Hope
- Kessler Center
- Rochester School for the Deaf

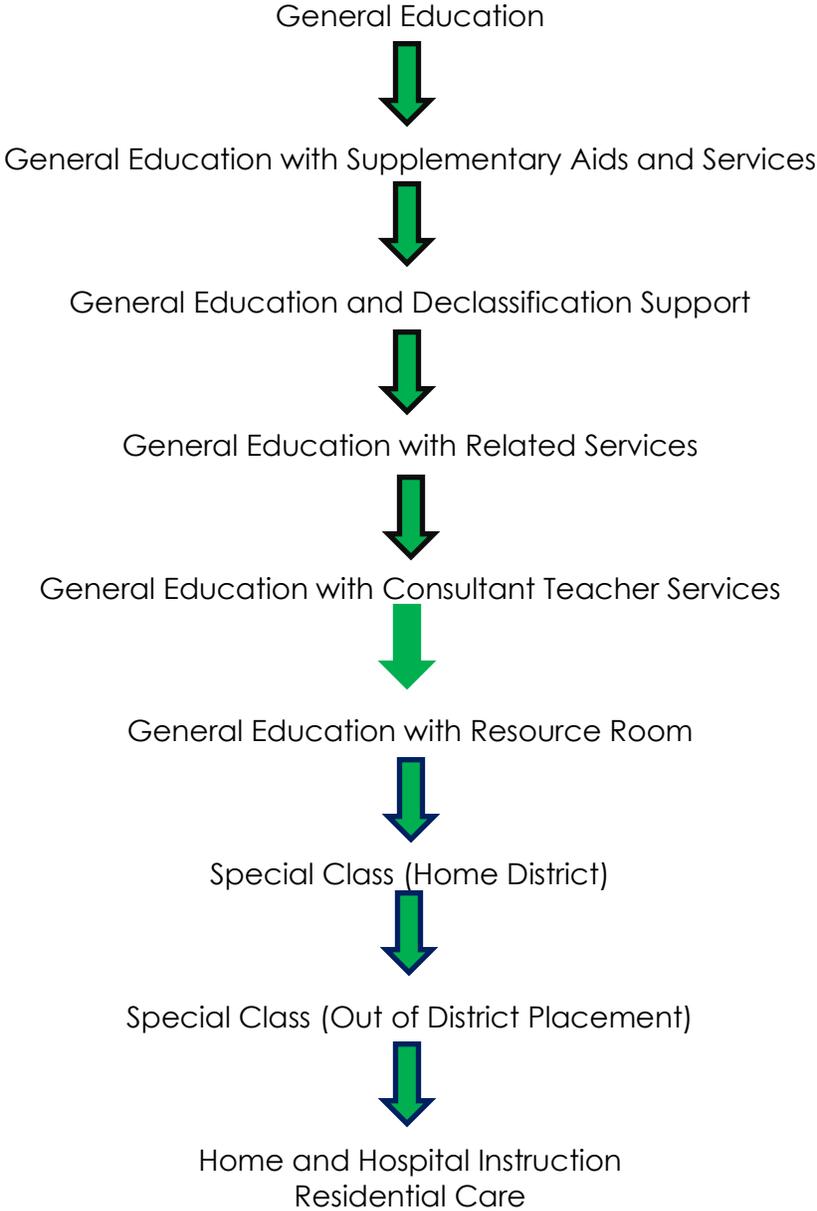
### **Home/Hospital Instruction**

Special education instruction provided at home or in a hospital setting for purposes of ensuring progress in the general education curriculum for a student who is unable to attend school. The instruction may also be provided in other approved settings as determined by CSE.

Students with disabilities who are recommended for home and/or hospital instruction by the CSE shall receive individualized instruction for a minimum of ten (10) hours per week at the elementary level, preferably one (1) hour daily; or a minimum of fifteen (15) hours per week at the secondary level, preferably two (3) hours daily, unless a lesser period is requested by the parent or guardian and supported by documentation submitted by a treating physician.

# Continuum of Services Flow Chart

*Least Restrictive to Most Restrictive*



## School-Age Data

Students with Disabilities by Grade and Disability

Disability Category	Grade Level														Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	U	
Autism	3	3	0	1	0	1	1	0	0	3	0	2	1	0	15
Deafness	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deaf-Blind	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Emotionally Disability	0	1	1	0	1	0	0	1	3	1	3	2	2	0	15
Hearing Impaired	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Intellectual Disability	0	0	0	0	0	0	0	0	0	2	1	2	2	0	7
Learning Disability	0	1	0	3	5	10	6	4	4	5	5	0	2	0	45
Multiple Disabilities	1	0	0	0	1	0	0	0	0	0	0	1	1	0	4
Orthopedic Impairment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Health Impairment	2	1	1	4	4	5	6	5	3	5	8	6	5	0	55
Speech & Language	5	5	4	5	4	5	1	1	1	1	5	2	0	0	39
Traumatic Brain Injury	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Visual Impairment	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
<b>Total</b>	<b>11</b>	<b>11</b>	<b>6</b>	<b>13</b>	<b>16</b>	<b>21</b>	<b>14</b>	<b>11</b>	<b>11</b>	<b>17</b>	<b>24</b>	<b>15</b>	<b>13</b>	<b>0</b>	<b>183</b>

*Students with Disabilities by Grade and Program  
(Some students receive more than one type of program)*

Program	Grade Level														Total
	K	1	2	3	4	5	6	7	8	9	10	11	12	U	
Consultant Teacher	4	6	5	8	7	18	12	8	8	10	15	7	8	0	116
Resource Room	0	0	0	0	0	0	0	0	0	6	8	4	5	0	23
Special Class 15:1	0	0	0	0	0	0	2	2	5	4	4	0	0	0	17
Special Class 12:1:1	0	0	0	2	6	4	1	0	0	1	2	3	2	0	21
Special Class 6:1+1 (ASD)	3	2	0	0	0	0	0	0	0	0	0	0	0	0	5
Special Class OOD 12:1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Special Class OOD 6:1:1	1	0	1	2	1	0	0	2	2	0	4	3	2	0	18
Special Class OOD 8:1:1	0	0	0	0	0	0	0	0	1	0	0	2	0	0	3
Special Class OOD 8:1:3	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Special Class OOD 12:1+1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Special Class OOD 12:1+4	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Special Class OOD 12:1+3-1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
<b>Total</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>12</b>	<b>14</b>	<b>22</b>	<b>15</b>	<b>13</b>	<b>16</b>	<b>22</b>	<b>35</b>	<b>19</b>	<b>18</b>	<b>0</b>	<b>208</b>

Related Services by Grade

Service	K	1	2	3	4	5	6	7	8	9	10	11	12	U	Total
Home & Hospital Instruction	0	0	0	0	1	0	0	0	0	1	0	0	0	0	2
Student is Parentally Placed in a Nonpublic School	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Speech & Language	10	10	6	8	10	7	6	4	5	6	9	7	4	0	92
Occupational Therapy	6	7	4	6	8	5	1	1	1	2	0	0	0	0	41
Physical Therapy	6	6	1	3	1	0	0	1	0	0	0	1	0	0	19
Counseling	1	1	3	1	1	0	1	4	3	4	6	7	3	0	35
Music Therapy	3	2	0	2	0	1	0	0	0	1	0	1	1	0	11
Teacher of the Visually Impaired (TVI)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Orientation & Mobility	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Teacher of the Deaf	0	0	0	0	0	0	0	0	0	1	1	1	0	0	3
Skilled Nursing	0	0	0	0	1	0	0	0	0	0	1	1	0	0	3
Grade-Levels	26	26	14	20	22	13	8	10	9	16	17	19	8	0	208

## Pre-School Data

*Pre-School Students with Disabilities by Program  
As of July 31, 2023*

North Rose Wolcott Central School District currently has 21 preschool students with a disability.

Program	Number of Pre-School Students with Disabilities Attending
Pre-School Non-Integrated Special Class	1
Pre-School Integrated Special Class	1
Special Education Itinerant Teacher	6
Related Services Only	13

Related Services	Number of Pre-School Students Receiving (students may receive more than one)
Physical Therapy	3
Occupational Therapy	3
Speech & Language	19
Art Therapy	0
Teacher of Vision	0
Music Therapy	1

## Method of Evaluation

The evaluation of special education programs and services is ongoing and based on the following data and information.

- Student progress and growth towards IEP goals as measured and documented quarterly and at annual review meetings
- Student progress on state tests as indicated by the District Report Card
- Continuous review of special education data
- Progress towards Special Education Coordinated Intervention District Plan

State Performance Plan (SPP) Indicators	
Indicator Number	Title of Indicator & Brief Description
1	<b>Graduation Rates</b> -Graduation rate less than 48% but more than 21% for cohort -Graduation rate less than 22% for cohort
2	<b>Drop Out Rates</b> -Dropout rate 17% or higher -Dropout rate of 32% or higher
3	<b>Assessments</b> -Did not meet AYP for 2 consecutive years -Did not meet AYP for 3 consecutive years
4	<b>Suspension/Expulsion</b> -Suspensions/Expulsions of students with disabilities for greater than 10 days in a school year is 2.7% or lower
5	<b>Least Restrictive Environment—School Age</b>
6	<b>Least Restrictive Environment—Pre-School</b>
7	<b>Pre-School Outcomes*</b>
8	<b>Parental Involvement*</b>
9	<b>Disproportionality in Special Education by Race/Ethnicity</b>
10	<b>Disproportionality in Classification/Placement by Race/Ethnicity</b>
11	<b>Child Find*</b> -Timely completion of initial individual evaluations
12	<b>Early Childhood Transition*</b> -Services by the 3 <sup>rd</sup> birthday for students transitioning from early interventions (EI) to preschool
13	<b>Secondary Transition*</b> -Transition planning on individualized education plans (IEPs)
14	<b>Post-School Outcomes*</b>
15	<b>Identification and Correction of Noncompliance</b>
16	<b>Compliant Timelines</b>
17	<b>Due Process Timelines</b>
18	<b>Hearing Requests Resolved by Resolution Session</b>
19	<b>Mediation Agreements</b>
20	<b>State Reported Data</b>

School Year in Which Data for the Federal Indicator Must Be Submitted						
District Name	Grade Level	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
North Rose Wolcott CSD	K-12	None	7	8	11	12

\* Rotates in a 6-year cycle (need to report on a state specified indicator every year)

## Allocation of Space

Classroom space for special education services shall be allocated to support an environment that is conducive to learning. The allocation of space for special education shall be provided in accordance with the concept of least restrictive environment. Placement of students with disabilities in special class, separate schools or other removal from the regular educational environment occurs only when the nature or severity of the disability is such that even with the use of supplementary aids and services, education cannot be satisfactorily achieved.

Although students with disabilities are educated to an increasing extent with their non-disabled peers, the need for additional space exists. This space is utilized for direct, small group instruction, such as resource room and related services as well as special class services. The space should be conducive to the educational needs of the students and provided in a distraction free environment appropriate for testing and evaluations. We continually strive to educate our students in the least restrictive environment appropriate for testing and evaluations. We continually strive to educate our students in the least restrictive environment and to include as many students as possible in our district-based programs. This may require additional space, but will be fiscally prudent and educationally beneficial. Space requirements will be reviewed at least annually.

## Alternative Formats for Instructional Materials

All instructional materials must be available to students with disabilities in accordance with his or her individual needs and course selections while such materials are available to non-disabled students. The following plan and procedures will be in place to secure the materials in a timely manner.

- The CSE/504 team will identify the student's need for instructional materials in an alternative format and will identify the alternative format type (i.e. Braille, large print, audio).
- A list of books and materials needed in Braille, large print, or other formats (other than audio) will be provided to each building principal.
- If necessary, the District will contract with Wayne-Finger Lakes or Monroe #1 BOCES to prepare materials in alternative formats if unavailable from vendors or publishers.

## Budget

The general fund budget for the special education program for the 2023-2024 school year is detailed below.

2023-2024 Special Education Budget		
Account Code	Account Title	Appropriation
2250-200-05-0000	Equipment-District	5,000
2250-400-05-1000	Contractual-District	40,700
2250-400-05-2000	Misc. Exp.-District	2,000
2250-400-05-4000	Travel/Conf.-District	6,000
2250-400-05-4800	Contractual -TESOL	16,000
2250-400-05-7000	Contractual -Postage	3,000
2250-450-02-0000	Mat. & Supp.-NRE	1,070
2250-450-03-0000	Mat. & Supp.-MS	1,800
2250-450-04-0000	Mat. & Supp.-HS	1,500
2250-450-05-0000	Mat. & Supp.-District	6,000
2250-450-05-4800	Materials & Suppl.-TESOL	600
2250-450-05-4800	Materials & Suppl.-TESOL	600
Total:		\$89,800

Federal Grant Allocations		
Account Name/Code	2022-2023	2023-2024
Section 611	\$374,660	\$386,521
Section 619	\$18,960	\$19,647
Total	\$393,620	\$406,168

Comparison of Appropriations & Allocations	
Account Name/Code	Budget
2022-2023 Budget	\$84,300
2023-2024 Budget	\$89,800
2022-2023 Federal Grants	\$393,620
2023-2024 Federal Grants	\$406,168

# Board of Education Approval

The North Rose Wolcott Central School District Board of Education has approved the Special Education District Plan for the period of September 1, 2023- June 30, 2024

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*President, North Rose Wolcott Central School District Board of Education*

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*Date of Approval*

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “Lease”) is made as of the \_\_\_\_\_ day of August, 2023 (the “Effective Date”), by and between **Huron Evergreen LLC**, a New York limited liability company with a mailing address at 5800 Lake Bluff Road, North Rose, New York 14516 (“Landlord”), and **North Rose-Wolcott Central School District**, with a mailing address at 11631 Salter-Colvin Road, Wolcott, New York 14590 (“Tenant”).

### WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property described herein in accordance with the following terms and conditions:

1. **DEMISED PREMISES.** The demised premises (“Demised Premises” or “Premises”) consist of that certain space located in the Landlord’s building (“Building”) located at 6168-6188 West Port Bay Road, in the Town of Wolcott, County of Wayne, and State of New York with the Premises having the same dimensions substantially as shown on "**Exhibit A**" attached hereto and made a part hereof; the Tenant shall also have a right of nonexclusive use of the Common Areas (defined in Section 36 below) in common with the Landlord and other tenants of the Building, subject to the Landlord’s right to modification and changes of the configuration and location thereof. For purposes of computing the Rent and any other charges payable under this Lease, the Demised Premises shall be deemed to currently contain 7,771 square feet and the Building shall be deemed to currently contain 77,280 square feet.

2. **TERM.** The initial term of this Lease (“Initial Term”) shall be for a term of five (5) months and shall commence on August 1, 2023 (the “Commencement Date”), provided, however, if the Commissioner of Education has not approved this Lease prior to such date pursuant to Section 44 hereof, Tenant may not have possession of the Premises until the Commissioner of Education has approved this Lease in writing. Unless terminated sooner in accordance with the provisions hereof, the Initial Term shall expire on December 31, 2023. References in this Lease to the “Term” shall mean the Initial Term of this Lease and any applicable Renewal Term provided herein and as defined below. Landlord shall not be liable for failing to deliver the Demised Premises to Tenant on the Commencement Date; however, Tenant shall not be required to pay Rent until the Demised Premises is delivered to Tenant, which shall be Tenant’s sole remedy for late delivery, and the Term shall not be extended. Upon prior reasonable notice from Tenant to Landlord, Tenant shall be granted access to the Premises, at Landlord’s convenience and during normal working hours, as of the Effective Date for purposes of space planning.

3. **RENEWALS.** Provided that the Tenant is not in default under this Lease at the end of the Initial Term or anytime in the previous twelve (12) months, and provided further that Tenant gives Landlord at least fifteen (15) days prior written notice prior to the end of the Initial Term, and ten (10) days prior written notice prior to the end of each one-month Renewal Term (as hereinafter defined), this Lease may be renewed by Tenant, subject to Landlord’s consent, which may be withheld in its sole discretion, for twelve (12) additional terms of one (1) month each (each, and collectively, the “Renewal Term”), which first Renewal Term shall immediately follow and commence upon expiration of the Initial Term, and each succeeding one-month Renewal Term shall immediately follow the expiration of the immediately prior one-month Renewal Term. All of the same terms and conditions as set forth in this Lease shall apply during the Renewal Term, except that no additional renewal term shall be applicable following the expiration of the Renewal Term.

4. RENT. Beginning on the Commencement Date Tenant shall pay to Landlord annual Base Rent (“Base Rent”) of Fifty-Four Thousand Six Hundred and 00/100 Dollars (\$54,600.00), with said Base Rent to be paid in equal monthly installments, for the Tenant’s convenience, of Four Thousand Five Hundred and Fifty and 00/100 Dollars (\$4,550.00) per month on the first day of each month at the offices of Landlord or such other place as Landlord may designate, without any abatement, setoff or deduction whatsoever. In the event the Initial Term of this Lease commences on a day other than the first day of the month, a pro-rated rental payment for the balance of said month shall be due on the Commencement Date. Any payment required to be made by the Tenant under the provisions of this Lease other than payments of Base Rent shall be designated herein as “Additional Rent”, and shall be paid without any abatement, setoff or deduction whatsoever. The Base Rent and Additional Rent due from Tenant to Landlord hereunder are collectively referred to as “Rent”.

5. Intentionally omitted.

6. ADDITIONAL RENT. As Additional Rent, Tenant does hereby further agree to pay all repairs and maintenance attributable to the Demised Premises necessitated by Tenant’s use of the Demised Premises, the Late Payment Fee in Section 8 herein, and any other payment required herein.

7. UTILITIES. Landlord shall make utilities available to Tenant as may be reasonably required by Tenant and the cost of the same is included in the Base Rent.

8. LATE PAYMENT FEE. In the event Tenant fails to make any Rent payment to Landlord in the full amount due within five (5) calendar days after the date when the same is due and payable, Tenant agrees to pay a late fee of five percent (5%) of the unpaid portion of said Rent, for that month, and for each subsequent month or portion thereof (but not to exceed 24%) until paid in full. Such late fee may be assessed by Landlord to cover the additional administrative expenses in processing late payments and shall be immediately due and payable to the Landlord. In no event shall this provision be deemed to grant Tenant any grace period or extension of time to pay any Rent as required hereunder, nor shall it prohibit or bar Landlord from exercising any of its rights hereunder.

9. USE OF DEMISED PREMISES. Tenant shall use and occupy the Demised Premises solely for the office space (the “Intended Use”) and for no other purpose whatsoever. The Tenant shall keep the Premises open for business during the standard school district operating hours throughout the Term of the Lease, excepting only (i) any limited period(s) of time as reasonably necessary for the Tenant to make improvements or renovations to the Premises, and (ii) pursuant to Section 20 below, during repairs following damage by fire or other cause.

10. Intentionally omitted.

11. DELIVERY OF PREMISES. Tenant shall take the Premises “as is” and shall be responsible for performing any improvements that it desires at Tenant’s sole expense, subject to Section 12 below and subject to Landlord’s prior written approval of Tenant’s plans within ten (10) days of receipt thereof, which approval shall not be unreasonably withheld.

12. Intentionally omitted.

13. ALTERATIONS. Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises without Landlord’s prior written consent, which may be given or denied in Landlord’s sole and absolute discretion. Tenant shall provide Landlord with prior written notice of such contemplated work and the particulars thereof for Landlord’s records. For any alterations, installations, or improvements that require issuance of a building permit and exceed or are

likely to exceed \$5,000 in cost, Tenant, at its sole expense, shall submit to Landlord plans and specifications prepared by a licensed architect (if needed for such alteration) at the time consent is sought. All alterations, additions or improvements shall be performed in accordance with the provisions of this Lease, in accordance with all applicable insurance requirements, in accordance with all drawings and specifications provided to and approved by Landlord, in accordance with all warranties in effect with respect to all or any portion of the Building, in conformance with all applicable laws, in accordance with all necessary governmental approvals and permits (which Tenant shall obtain at its sole expense) and in a good and workmanlike manner, and diligently prosecuted to completion. Any work performed by Tenant shall be subject to Landlord's inspection and reasonable approval after completion to determine whether the same complies with the requirements of this Lease, and Tenant shall promptly remedy any defective or reasonably disapproved work upon written notice of same from Landlord. Tenant shall use a qualified, licensed contractor to perform any alterations, additions, or improvements to the Demised Premises. If (with Landlord's consent) the Tenant expands the square feet available to the Tenant, the provisions of Section 1, the Rent, and Tenant's Pro Rata Share shall be adjusted to reflect the additional leasable square footage. In the event the roof of the Building is penetrated, compromised, or is otherwise damaged as a result of Tenant's installation or use of its equipment, solar panels or otherwise (hereinafter, "Tenant Caused Roof Damage"), Tenant shall, at its sole cost and expense, cause the entire roof located directly above the Demised Premises to be replaced by a qualified roofer approved by the Landlord. At the end of the Term of this Lease, the Tenant shall remove all installations that it has made to the roof and shall replace the entire roof located above the Demised Premises.

If any mechanic's lien is filed against the Demised Premises in connection with any improvement of the Demised Premises by Tenant, it shall be discharged by Tenant, at Tenant's expense, within fifteen (15) days after written request by Landlord. In the event of Tenant's failure to discharge or otherwise remove said lien within said period, Landlord may take such steps and incur such expenses as may be required to discharge or otherwise remove said lien, and the cost thereof shall be payable by Tenant as Additional Rent hereunder within fifteen (15) days after Landlord provides Tenant with a statement therefor.

All constructions, additions and improvements, whether temporary or permanent, made and maintained in or on the Demised Premises, either by the Tenant or Landlord, shall be the sole property of the Landlord from the time of construction or installation, and shall not be removed or damaged by Tenant, nor shall the Tenant claim any compensation therefor. It is understood and agreed that any movable furniture, personal property, signs (including but not limited to signs on the exterior façade of the Building), trade fixtures, and trade furnishings placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and shall be removed by Tenant from the Demised Premises promptly at the expiration or earlier termination of the Initial Term, or any applicable Renewal Term; Tenant, at its own cost and expense, shall repair any damage, including but not limited to discoloration of the exterior façade due to removal of exterior signs, caused by such removal. Any such furniture, fixtures and trade furnishings, or any inventory or other personal property of Tenant or any other party, not removed at the termination or earlier expiration of the Lease, shall be deemed abandoned and immediately become the property of Landlord. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removal of such property and making required repairs and the charge therefor shall be payable by Tenant as Additional Rent hereunder and shall be paid by Tenant within fifteen (15) days after Landlord provides Tenant with a statement therefor. There shall be no charge by Landlord for review of plans or any inspections that Landlord deems necessary with regard to Tenant's alterations. Tenant shall have the right to select the contractor, subcontractor, engineer and/or architect of its choice to perform its alterations so long as the same are qualified and licensed. However, any and all costs incurred with respect to said alteration shall be borne by the Tenant. Further, in regard to any and all contractors and/or subcontractors performing construction, additions and/or improvements to the Demised Premises, the Tenant shall provide to Landlord evidence of adequate liability insurance

(including but not limited to Labor Law section 240/241 coverage), workers' compensation for all workers and all other required insurance.

14. REPAIRS. Except in the event of an insured loss as set forth in Sections 20 and 25, Landlord, at its sole cost and expense, shall make all repairs to exterior walls, foundation and other structural portions of the Demised Premises (unless such damage is caused by the Tenant, Tenant's employees, contractors, agents, or invitees, in which event the Tenant shall make said repairs). Landlord shall be responsible for repairing costs of constructive defects in the Building and areas outside of the Building (but not including Tenant improvements or Tenant alterations). In addition, Landlord shall make all repairs to the roof (except in the event of Tenant Caused Roof Damage), and to the plumbing and electrical systems of the Demised Premises' exterior. Notwithstanding the foregoing, Landlord shall not be liable for the performance or cost of any repairs needed to the Demised Premises that are a result of damage caused by another tenant in the Building.

Tenant shall take good care of the Demised Premises and all fixtures and appurtenances contained therein, together with the Premises windows and all plate glass, doors, lighting fixtures, HVAC unit(s), hot water tank, plumbing, sewage and drainage systems, and system(s) servicing the Demised Premises and all of Tenant's exterior signage provided in Section 16; Tenant shall, at its sole cost and expense, make all maintenance and repairs thereto or thereof as needed to preserve all of the same in good working order and in the same condition as existed as of the Commencement Date, reasonable wear and tear excepted. Tenant shall remove all ice and snow from the entry and sidewalk in front of the Demised Premises, including the application of salt and other de-icing materials. In the event Tenant fails to perform any such maintenance or repairs within a reasonable time after notice from Landlord, the same may be made by Landlord at Tenant's expense and the cost thereof shall constitute Additional Rent, and shall be paid by Tenant within fifteen (15) days after rendition of a statement therefor by Landlord. Tenant shall not injure, overload, deface or otherwise harm the Premises or the Common Areas. Tenant shall not install antennae or equipment on the roof without Landlord's prior written consent, which shall be granted in Landlord's sole discretion.

15. INTERFERENCE WITH OTHER TENANTS. Tenant shall not: (i) create any nuisance, nor permit the emission of any objectionable sound, sewage, drainage, or odor from the Premises, nor place or permit any radio, television, loudspeaker, sound amplifier or any phonograph or any other device, outside the Premises or any place where sound may be heard outside the Premises, (ii) conduct or allow upon the Premises any business which is contrary to law or the terms of this Lease, (iii) install or operate communications dishes, antennae or other telecommunications equipment, unless approved in writing by Landlord, (iv) sell or display merchandise on, or otherwise obstruct, the Common Areas, or (v) park or permit parking or standing of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other portion of the Common Areas. In the event that Landlord permits Tenant to install or operate communications dishes, antennae, or other telecommunications equipment at the Demised Premises, then Tenant shall operate its equipment within the technical parameters specified by its manufacturer and/or as defined by the FCC, and Tenant shall not use any portion of the Building in any way which causes radio frequency and/or electrical interference with any equipment of another tenant or licensee operated prior in time to the interfering equipment. In the event of any such interference by Tenant, Tenant shall terminate the interference. In the event the interference is not terminated by Tenant within five (5) business days of notice, then Landlord shall have the right to terminate this Lease upon written notice to Tenant, unless such condition cannot be reasonably corrected within said five (5) day period and Tenant is using its best efforts to correct the condition creating the interference.

16. SIGNAGE. Any and all signage maintained by Tenant (including signage on the Building's exterior) shall comply with all municipal rules and regulations, shall be subject to municipal

approval, shall be located at such places as shall be designated by Landlord and shall be preapproved by the Landlord.

17. REQUIREMENTS OF LAW. Tenant shall comply with all laws, orders and regulations of Federal, State, County and municipal authorities as to its use of the Demised Premises, and shall not at any time use or occupy the Demised Premises in violation of such laws, orders and regulations or any certificate of occupancy or equivalent issued for the Demised Premises or any other space within the Building. Tenant shall not do, or permit to be done, any act within or upon the Demised Premises which (i) invalidates or increases the premiums for any fire insurance policies covering the Building, fixtures or property therein, (ii) any act within or upon the Demised Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Demised Premises, and shall not bring to or keep anything therein, except as now or hereafter permitted by the fire department(s) servicing the Building, the Board of Fire Underwriters or other authority having jurisdiction. Except as provided in Section 18 below, for any Tenant improvements to the Demised Premises or any improvements necessitated by the specific use of the Demised Premises by Tenant, Tenant shall not be responsible for making capital improvements to the Premises in order to comply with any regulation or law. This Lease agreement shall be void and unenforceable if entered into in violation of Gen. Municipal Law § 801 or Education Law § 410.

18. COMPLIANCE. Landlord represents that the Premises, as of the Commencement Date, shall be in compliance with all codes and regulations pursuant to any federal, state or local government law regulation including the provisions of the Americans for Disabilities Act of 1992. After Tenant's occupancy, Tenant shall bear responsibility for and ensure compliance within the Demised Premises with all codes and regulations pursuant to any federal, state or local government law or regulation including the provisions of the Americans for Disabilities Act of 1992. Landlord shall bear responsibility for all compliance costs beyond Tenant's Demised Premises.

19. SUBORDINATION/ESTOPPEL CERTIFICATE. This Lease is subject and subordinate to all existing or future mortgages given by the Landlord which may now or hereafter affect the Building, and all renewals, modifications, consolidations, replacements and extensions thereof. While this clause shall be self-operative and automatic, Tenant agrees to execute, within ten (10) business days following written request by Landlord or any said mortgagee, a further subordination non-disturbance agreement in form satisfactory to Landlord or its mortgagee, in their sole discretion. In addition, within ten (10) business days following written request by Landlord or any such mortgagee, Tenant agrees to execute an estoppel certificate requested by the Landlord or said mortgagee in a form satisfactory to Landlord or its mortgagee, in their sole discretion. Tenant shall provide said subordination non-disturbance agreement and estoppel certificate without charge.

20. DESTRUCTION BY FIRE OR OTHER CAUSE. If the Demised Premises shall suffer minor damage by fire or other cause, the damages shall be repaired by the Landlord as promptly as reasonably possible. Tenant shall maintain such business interruption insurance as it shall believe applicable to cover any damages that it incurs as a result of a loss of all or any portion of the Demised Premises until repairs are complete. Rent shall be paid during such time period.

If the Demised Premises or the Building shall be totally or significantly damaged or rendered significantly untenable by fire or other cause, then in such event the Landlord may, at its option, either terminate this Lease or elect to have the damaged Premises repaired or rebuilt. The Landlord shall notify the Tenant as to its election within sixty (60) days after the casualty in question. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given and the Tenant shall immediately vacate the Demised Premises and surrender the same to the Landlord, paying Rent and all other charges hereunder to the time that the Tenant vacates at Landlord's

direction. In said event, all proceeds from any casualty insurance policy, except coverage for the Tenant's property, shall be payable to Landlord or its designee. If the Landlord does not elect to terminate this Lease, the Landlord shall repair and/or rebuild the Demised Premises with reasonable promptness, but in no event more than ninety (90) days following Landlord's election not to terminate, to the same condition as existed before the date of such casualty, subject to any delay from insurance claim adjustment and causes beyond its reasonable control, with the Initial Term or Renewal Term of the Lease, as applicable, to continue without interruption and to remain in full force and effect. Except if the damage to the Premises or Building is caused by Tenant, its employees, or agents, Tenant shall have no obligation to pay Base Rent, Additional Rent, or any other charges to Landlord during the time the Premises are unavailable because of damage by fire or other causes. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof.

21. EMINENT DOMAIN. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim by reason of this Lease, nor any claim to any part of the award made in such proceeding except for damages to or the taking of its nonremovable fixtures and equipment, relocation or moving allowances or the like, which claim may only be made against the condemning authority.

22. SUBLETTING AND ASSIGNMENT. Tenant shall have no right, at any time, to sublease or assign all or any portion of the Premises to another person or entity without Landlord's prior written consent, to be given at Landlord's sole discretion. If Landlord consents to an assignment or sublease, then all applicable rights of the Tenant under this Lease shall inure to the benefit of the sublease/assignee, but all obligations herein shall remain a joint obligation of the Tenant and the subtenant/assignee, each jointly and severally liable. Further, any sublease shall terminate on the expiration or earlier termination of this Lease.

Irrespective of the foregoing, the use limitations set forth in Section 9 above shall be applicable to any subtenant and assignee and shall include all use limitations existing at the time of the execution of this Lease, as well as any and all use limitations that may exist at the time of the commencement of said sublease or assignment. Further, the subtenant or assignee shall only use the Demised Premises for the Intended Use.

In the event that Landlord shall permit a sublease, such permitted sublease will be null and void unless it complies with the terms of this Lease and provides that: (i) the sublease is subject and subordinate to this Lease and that if there is any conflict or inconsistency between the sublease and this Lease, this Lease will prevail; (ii) the subtenant agrees to be bound by all of the terms of the Lease except as otherwise provided in the sublease approved by Landlord; (iii) Landlord may enforce all the provisions of the sublease, including the collection of Rent; (iv) the sublease may not be modified without Landlord's prior written consent and any modification without this consent shall be null and void; (v) if this Lease is terminated or Landlord re-enters or repossesses the Premises, Landlord may, at its option, take over all of Tenant's right, title and interest as sublessor and, at Landlord's option, the subtenant shall attorn to Landlord, but Landlord shall not be (x) liable for any previous act or omission of Tenant under the sublease, (y) subject to any existing defense or offset against Tenant, or (z) bound by any previous modification of the sublease made without Landlord's prior written consent or by any prepayment of more than one month's rent; and (vi) the sublease is ineffective until Landlord gives its written consent thereto if consent is required under the terms of this Lease.

Tenant shall reimburse Landlord for all of Landlord's third-party, out-of-pocket, reasonable review costs and expenses incurred by Landlord in connection with any proposed transfer requiring Landlord's consent.

23. HOLDOVER. In the event that the Tenant herein shall holdover following the expiration or termination of the Initial Term, or any applicable Renewal Term, Base Rent for each month following the expiration or termination of the Lease shall be at 120% of the monthly Base Rent incurred in the rental month immediately prior to expiration or termination. If the Tenant holds over beyond the third month immediately following the expiration or termination of the Initial Term, or any applicable Renewal Term, the monthly Base Rent, beginning on the fourth month of Tenant's holdover, shall increase to 150% of the monthly Base Rent for the months Tenant continues to occupy the Demised Premises. The foregoing shall not constitute a lease extension or consent to extend, but shall solely constitute an agreement between the parties as to the fair rental value of the Premises in the event that the Tenant holds over, and such Base Rent shall be paid in accordance with the provisions set forth in Section 4 above. Under no circumstances shall any holdover by Tenant create a new tenancy or lease that can be assumed and/or assigned under 11 U.S.C. § 365.

24. Intentionally omitted.

25. INSURANCE.

(a) Tenant, at its sole expense, shall carry property damage insurance for all of Tenant's personal property and equipment and for all leasehold improvements which are made by Tenant to the Premises. Tenant shall also carry at its sole expense general commercial liability insurance and contractual liability insurance insuring Tenant and Landlord against liability for any and all claims for injuries to or death of persons or damage to property occurring in or about the Demised Premises or Common Areas arising out of the use or occupancy thereof. The limits of liability under such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage per occurrence, and not less than Three Million Dollars (\$3,000,000.00) annual aggregate. All policies of such insurance shall provide that the Landlord shall receive at least thirty (30) days prior written notice of the cancellation thereof and shall name Landlord as an additional insured. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York, and prior to any work, repairs, alterations or other construction on the Premises by or on behalf of Tenant, Tenant shall cause to be delivered to Landlord customary insurance certificates evidencing such insurance and naming the Landlord as an additional insured. In the event Tenant fails to so furnish evidence of such policies, Landlord may obtain the same and pay the premiums thereon, which shall be deemed Additional Rent to be paid by Tenant to Landlord within ten (10) days upon demand.

(b) Landlord agrees to insure the Premises against loss or damage by any peril covered by a standard broad form "all risk" insurance policy in an amount equal to the full replacement cost of the Premises and liability coverage in such coverage amounts as the Landlord shall determine. Said coverage shall provide for protection for claims under Labor Law Section 240 and 241.

(c) Prior to entry by any contractor or subcontractor in or onto the Premises for the performance of work thereon at the request of Tenant, Tenant shall procure from each such contractor or subcontractor evidence of general liability insurance covering any such work and construction with minimum limits of liability equivalent to those set forth above, and naming Tenant and Landlord as additional insureds, such insurance to cover, without limitation thereto, any liability, claims or causes of action or damages relating to or arising out of New York Labor Law Article 10, and insure all risks under New York's scaffolding law.

(d) The Landlord and Tenant herein each expressly waives any and all rights of recovery by way of subrogation against each other in connection with any casualty damage covered by any insurance policies noted hereinbefore so long as said policy is in effect and in good standing at the time of loss. The terms of this Section shall include the Landlord and Tenant as well as its officers, employees, agents and representatives of such other party for loss or damage to such waiving party or its property or the property of others under its control arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy contained by it to provide that insurance company waives all right of recovery by way of subrogation against each party in connection with any damage covered by any policy.

(e) All insurance policies required to be carried herein shall be issued by insurance companies which have a "general policyholders rating" of at least A-VI as set forth in the most recent issue of Best's Insurance Guide. Proceeds shall be utilized for the repair or replacement of the Building unless the provisions of Section 20 shall be applicable.

(f) All insurance policies required to be carried by Tenant herein shall contain a provision providing a ten (10) day nonpayment notice to Landlord and a thirty (30) day cancellation notice to Landlord.

26. INDEMNIFICATION. Except as otherwise expressly provided in this Lease and for any claims for injury which are to be defended and indemnified by insurance required herein, Tenant shall and hereby does indemnify, hold harmless and defend Landlord and Landlord's members, managers, partners, officers, employees, agents, mortgagees, affiliates and property managers, and their respective officers, members, managers, partners, directors, shareholders, employees and agents from and against any and all real or alleged claims, lawsuits, actions, demands, damages, penalties, costs, expenses and liability whatsoever, including reasonable attorneys' fees and costs, to the extent arising out of (i) the possession, use, maintenance, control or occupancy of the Premises or the Common Areas during the Term, except to the extent caused by the gross negligence, willful misconduct, breach of this Lease or violation of applicable laws by Landlord or another tenant or other party, (ii) the negligence of Tenant, anyone claiming under Tenant or any of their respective employees, agents, representatives, contractors and/or subcontractors, (iii) any work or activity in or about the Premises by Tenant, anyone claiming under Tenant or any of their respective agents, employees, contractors and/or subcontractors, (iv) the filing or potential filing of any mechanic's or materialmen's lien or other proceeding (including, without limitation, any lis pendens) against the Premises or the Building in connection with any such work or activity, or (v) a breach of this Lease by Tenant. The obligations of this Section shall survive the expiration or earlier termination of the Lease.

27. TENANT'S RISK OF LOSS. All property kept, stored or maintained by Tenant on the Premises shall, except as set forth herein, be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages resulting to Tenant's property from fire or other casualty, whether or not insured against, including, without limitation, burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in the heating ventilation and air conditioning system or any electric line, circuit, or facility or any other type of improvement or service on or furnished to the Premises, or from theft, explosion, falling plaster, steam, water or rain or from any other patent or latent cause whatsoever or resulting from any accident in, on or about the Premises or Building, except for damages resulting in whole or in part from Landlord's or its agents' gross negligence or willful misconduct. Any such storage shall take place inside the Demised Premises unless permitted to be stored outside of Demised Premises by law.

28. ACCESS TO PREMISES. Landlord or Landlord's agents shall have the right to enter the Demised Premises at all times upon at least 24 hour advance notice: (a) to examine the same, (b) to show same to prospective purchasers or prospective mortgagees of the Demised Premises or the Building, (c) to show the same to any prospective tenants of the Premises during the last six (6) months of the Term of this Lease, (d) and for the purpose of making such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and (e) for maintenance of the main hub for power and IT infrastructure servicing the Building, which is located within the Premises. It is agreed that the Landlord may at any time post "For Rent", "Space Available", or similar signs adjacent to the Premises within the last six (6) months of the then-existing Term. If Tenant shall not be personally present to open and permit entry into the Demised Premises at any time when entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by use of a master key, or, in the event of an emergency, may forcibly enter the Premises without rendering Landlord or Landlord's agent liable therefor and without in any manner affecting the obligations and covenants of this Lease provided, however, that Landlord and Landlord's agents shall accord reasonable care to Tenant's property during any such entry. In the event of an emergency, Landlord need not provide advance notice of entry to Tenant.

29. BANKRUPTCY.

(a) If at any time during the Term hereby demised, there shall be filed by or against Tenant in any Court pursuant to any statute either of the United States or of any State a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (hereinafter a "Bankruptcy Event") and, within sixty (60) days thereof, Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, Landlord may cancel and terminate this Lease in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any Court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises. Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate if a Bankruptcy Event were to occur, Landlord, in addition to the other rights and remedies Landlord has by virtue of any provision herein, or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by it from Tenant or others on behalf of Tenant.

(b) Notwithstanding any other provision herein to the contrary, the parties stipulate and agree that in the event of the termination of this Lease pursuant to the above subsection (a), Landlord shall recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all Rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, attorneys' fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. If the Demised Premises, or any part thereof, be re-let by Landlord for the unexpired Term of said Lease, or any part thereof, the rentals so received, less all costs of re-letting, shall be credited against such liquidated damages as provided for in subsection (a) above.

(c) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as Rent, shall constitute "rent" for purposes of 11 U.S.C. § 503(b)(6).

(d) Landlord reserves the right in connection with any assignment of this Lease to contest the assignment if in Landlord's commercially reasonable judgment the permitted use thereunder is not compatible with the tenant mix in the Building, the assignee is not a permitted tenant of the Building pursuant to any then existing lease for space within the Building or pursuant to any then

recorded restrictions regarding tenants of the Building, or said adequate assurance of future performance does not otherwise comply with 11 U.S.C. § 365(a)(3).

(e) Pursuant to 11 U.S.C. § 365(d)(4), Tenant shall have until the earlier of: (1) 120 days after the date of the order for relief, unless extended for ninety (90) days upon proper motion for cause or (2) the date of the entry of an order confirming a plan, to assume or reject this Lease. In the event that this Lease is not timely assumed in accordance with these provisions, Tenant hereby unconditionally and irrevocably agrees that the Landlord is immediately entitled, without notice, demand or any other action, to relief from the automatic stay so as to allow the Landlord to take possession of the Premises and enforce its other rights under this Lease, or at law and in equity in accordance with New York State law. Tenant hereby consents to the immediate lifting, without notice, demand or other action, of such automatic stay and agreed that it shall not, in any manner, contest or otherwise delay any motion filed by Landlord for relief from the automatic stay. Landlord's enforcement of this stay waiver is subject to the approval of the Bankruptcy court in which the Tenant's case is then pending.

(f) The term "Tenant" as used in this Lease included the Tenant named on Page 1 of this Lease and also any trustee, debtor in possession, receiver, custodian, or other similar officer.

### 30. DEFAULT; REMEDIES.

(a) Tenant Defaults. The occurrence of any of the following (each an "Event of Default") shall constitute a material breach by Tenant pursuant to this Lease:

- i) Tenant's failure to pay any Rent, including Additional Rent, within ten (10) days of when due;
- ii) Tenant's failure to pay any other charges when due under this Lease, where such failure continues for ten (10) days after Tenant receives written notice from Landlord that such payment is due;
- iii) violation of the use provisions set forth in Section 9 of this Lease following three (3) days prior notice;
- iv) assignment or subletting without Landlord's consent as provided in Section 22;
- v) encumbering any driveways, sidewalks or other Common Areas, after a notice to cure, under subsection 30(a)(vi) below, including by merchandise sales, or otherwise carrying out a business use within the Common Areas without Landlord's prior written consent after a notice to cure, under subsection 30(a)(vi) below;
- vi) Tenant's failure to observe or perform any other covenant, term or condition of this Lease where such failure continues for ten (10) days after Tenant receives written notice thereof from Landlord; provided that if such failure cannot reasonably be cured within such ten (10) day period, Tenant shall not be in default hereunder so long as Tenant commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion;
- vii) Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;
- viii) the making by Tenant of this Lease of any general assignment or general arrangement for the benefit of creditors, or a Bankruptcy Event (unless, in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days or any order of relief against Tenant is not stayed fully within thirty (30) days after the entry thereof), or the attachment, execution or judicial seizure of all or substantially all of Tenant's assets or of Tenant's interest in this Lease, unless discharged within sixty (60) days; or
- ix) Tenant shall take any corporate action to authorize any of the actions set forth in (viii) or (ix) above.

(b) Landlord's Remedies. Upon any Event of Default by Tenant pursuant to subsection 30(a) above, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to:

i) terminate this Lease and all rights of Tenant hereunder by giving at least five (5) days written notice of such intention to terminate, whereupon all Base Rent for the remainder of the current Lease year and any Additional Rent then due shall become immediately due and payable to Landlord; or

ii) have this Lease continue in effect for so long as Landlord does not terminate this Lease and Tenant's right to possession of the Premises continues, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies under this Lease including the right to recover Rent, Additional Rent and other charges payable by Tenant under this Lease as they become due under this Lease; or

iii) without terminating this Lease, cure, pay or discharge any breach or violation hereof which amount so expended plus interest at 12% per annum shall be added to the next monthly incremental payment of Rent, and treated in the same manner as Additional Rent hereunder; or

iv) without terminating this Lease, pursuant to summary dispossession or other legal proceedings, enter into and upon the Premises or any part thereof, repossess the same as of its former estate, and expel Tenant, and those claiming an interest by, through or under Tenant, and remove any personalty left by Tenant (or anyone claiming by, through, or under Tenant) without being deemed guilty of any manner of trespass or conversation, and without prejudice to any remedies which might otherwise be used for arrearages of Rent or other breach(es) hereunder, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; or

v) to commence an action for money damages that have accrued to that date without prejudice to any sub-agreement action for damages accrued for sub-agreement periods.

In the event Landlord exercises option ii) or iv) in section 30(b) above, Landlord and Tenant agree that because Landlord's damages would be uncertain and difficult to calculate Landlord shall be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the Rent set forth herein for the unexpired portion of the Term demised reduced by all rent collected for the Demised Premises for the same period after adjusting said collected rent by the cost to Landlord for eviction fees, real estate broker fees, Tenant concessions, remodeling costs any other out of pocket expenses incurred or to be incurred by the Landlord. To effectuate the foregoing, Landlord shall be permitted to bring actions from time to time to reduce to judgment all damages permitted herein. If Landlord elects to repossess the Premises due to an Event of Default as aforesaid, then Tenant shall (a) remain liable for all Rent and other obligations accruing up to the date of such repossession and (b) be liable to Landlord for all reasonable costs actually incurred in connection with the repossession and re-letting of the Premises (including, without limitation, reasonable attorney and brokerage fees).

31. CURE BY LANDLORD. If Tenant shall breach any term or covenant in this Lease, Landlord may immediately or at any time thereafter and without notice perform Tenant's obligation for the Tenant's account if such breach constitutes a dangerous condition, a violation of law, or would result in a lien on the Premises, Building or land on which the Building is situate, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred (together with interest and costs thereon) shall be paid by Tenant to Landlord as Additional Rent within ten (10) business days of rendition of any bill or statement to Tenant therefor.

32. NO REPRESENTATIONS BY LANDLORD. Landlord or Landlord's agents have made no representations or promises with respect to the Demised Premises or the Common Areas except as herein expressly set forth. The taking possession of the Demised Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is" and agrees that the Demised Premises and Common Areas were in good and satisfactory condition at the time such possession was taken.

33. END OF TERM. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all of its movable personal property. Tenant's obligation to observe and perform this covenant and to pay all items of Additional Rent required for a full or partial calendar year as required hereunder shall survive the expiration or other termination of the Term of this Lease. In the event Tenant fails to quit and surrender the Demised Premises to Landlord upon the expiration or other termination of this Lease, the Base Rent shall be as set forth in Section 23 herein.

34. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably enjoy the Premises hereby demised subject nevertheless, to the terms and conditions of this Lease.

35. TRASH AND GARBAGE REMOVAL. Tenant shall keep the Demised Premises in a clean, sanitary, and orderly condition. Tenant shall also properly store all rubbish out of view and within the Premises, and then provide for removal of all such rubbish, in containers of Tenant at the sole expense of Tenant. In the event of violation of this provision, Landlord, in addition to all other rights and remedies, shall have the right immediately and without notice to remove any such trash cans, bins, garbage, debris or other materials of any type or nature and dispose of the same, all at the Tenant's expense, which expense Tenant shall reimburse to Landlord in full as Additional Rent and shall be paid by Tenant within fifteen (15) days after rendition of a statement therefor by Landlord.

36. COMMON AREAS. Common areas (hereinafter "Common Areas") shall include all parking areas, access driveways, common entryways and hallways, and such other areas within the Building as may be furnished by Landlord and designated for the benefit of the tenants of the Building, and their respective employees, guests and invitees. All Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations with respect to such areas and facilities and the use thereof for the best interests of all tenants, including but not limited to regulations concerning deliveries. Landlord shall perform, or arrange for the performance or furnishing of all repair, maintenance and replacement of the Common Areas at the Landlord's cost and expense. Landlord shall have the right:

- (a) To reasonably restrict parking by Tenant, its agents, customers or employees;
- (b) To reduce the size of the parking area, provided it provides adequate parking for Tenant's employees and visitors;
- (c) To do any act reasonably necessary in connection with the Common Areas;
- (d) To construct additional structures or improvements within the Building which may be located in the Common Areas;
- (e) To change to any extent whatsoever the configuration and/or location of all entrances, doorways, sidewalks, curb cuts, driveways, parking areas, or other exterior portions or areas of the Common Areas, or the location of the Common Areas after consultation with Tenant; and
- (f) To make changes, additions, deletions, alterations and improvements in the Common Areas.

Landlord shall have such rights at all times without any such actions constituting an actual or constructive eviction or any breach of any obligation of Landlord under this Lease, and without incurring any liability to Tenant therefor, so long as vehicular and pedestrian access to the Demised Premises are not prevented thereby.

37. Intentionally omitted.

38. Intentionally omitted.

39. Intentionally omitted.

40. RULES AND REGULATIONS. Tenant and Tenant's employees and agents shall observe faithfully and comply strictly with such rules and regulations as Landlord may from time to time reasonably adopt. Notice of all rules or regulations shall be provided to Tenant by written notice from Landlord.

41. ENVIRONMENTAL REQUIREMENTS Tenant warrants and covenants that Tenant shall not, and shall not allow, the installation, use, generation, manufacture, storage or disposal of, in or about the Demised Premises or the Building any "Hazardous Materials" as defined herein (except for immaterial quantities of Hazardous Materials customarily used in the construction, maintenance or operation of the Demised Premises, all of which shall be used in accordance with applicable laws, statutes, regulations and ordinances then in effect). Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, penalties, fines, costs (including but not limited to costs associated with the remediation to the Demised Premises or the Building), damages and expenses, including but not limited to, costs and expenses which Landlord is obligated to incur, costs of defending civil enforcement actions, costs of participating in regulatory proceedings, or any other civil or administrative action, including without limitation, reasonable attorneys' and expert fees and disbursements, arising out of the Tenant's installation, use, generation, manufacture, storage, release or disposal of any Hazardous Materials in or about the Premises or the Building except as provided herein. "Hazardous Materials" shall mean, without limitation, any flammables, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, petroleum, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable state or federal environmental law and the regulations promulgated thereunder. Tenant shall not be responsible for any contributions toward environmental remediation of any type, including the cost of investigating, removal, remediation, restoration and/or abatement of any Hazardous Materials, including, but not limited to asbestos, unless any of the aforementioned costs are incurred in environmental remediation of a condition caused by Tenant, or its agents, employees, or contractors. Landlord warrants and covenants to Tenant that to its knowledge, Landlord has not used, generated, stored, or disposed of any Hazardous Materials at the Building.

42. SECURITY DEPOSIT. Tenant shall pay to Landlord upon the execution of this Lease the sum of \$0.00, which the parties agree shall be held as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions or conditions of this Lease, including, but not limited to the payment of any Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or any sum as to which

Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in connection with the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Demised Premises to Landlord.

43. **BROKERS.** Each party represents and warrants that it has not had any dealing with any realtor, broker, or agent, in connection with the negotiation of this Lease. Each party shall indemnify and hold the other harmless from any cost, expense or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent with whom it has dealt.

44. **FORCE MAJEURE.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, retraction by any governmental authority of any required permit, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (each, a "Force Majeure Event") subject to any limitations expressly set forth elsewhere in this Lease, performance of such act shall be excused for the period of delay caused by the Force Majeure Event and the period for the performance of such act shall be extended for an equivalent period (including delays caused by damage and destruction caused by such Force Majeure Event). Delays or failures to perform resulting from lack of funds or which can be cured by the payment of money shall not be Force Majeure Events. This Lease Agreement shall be contingent on the approval of the New York State Commissioner of Education, as required under Education Law § 403-b and/or 8 N.Y.C.R.R. § 155.8.

45. **NO WAIVER.** No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is given in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than any Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent. No waiver of any breach of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of any of the same or other covenants, agreements, restrictions or conditions hereof. Acceptance of Rent shall not be deemed a waiver of any breach.

46. **WAIVER OF TRIAL BY JURY.** **IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER FOR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT HEREBY ALSO WAIVES ANY RIGHT IT MAY HAVE TO BRING A DECLARATORY JUDGMENT ACTION WITH RESPECT TO ANY PROVISION OF THIS LEASE OR WITH RESPECT TO ANY NOTICE SENT PURSUANT TO THE PROVISIONS OF THIS LEASE.**

47. **NOTICE.** Any notice, demand, request, approval, consent or other communication or instrument which is, or is required to be, given under this Lease shall be in writing. Except as may otherwise be provided in this Lease, any notice shall be deemed sufficiently given upon the earlier of receipt or refusal of delivery if delivered personally, or upon receipt or refusal if delivered by a nationally recognized overnight courier to the party and at the address of the party set forth in this Lease or at such other address as either party hereto shall designate from time to time in writing, or three (3) days

following due posting of said written notice sent by certified mail, return-receipt requested. Any notices to be sent to the parties shall be addressed to the addresses set forth on the first page of this Lease or any other address that either party may designate in writing to the other by notice as required herein.

48. INTERPRETATION. For purposes hereof:

(a) If more than one person or entity is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) This Lease shall be governed by the provisions hereof and by the laws of the State of New York without giving respect to principles of conflicts of law.

(c) The parties hereby stipulate and agree that the venue for any action brought to enforce or interpret the rights and obligations of the parties herein shall be commenced either in the Town Court in which the Building is located (if the Town has jurisdiction over the Tenant and if Landlord desires to commence an action for summary proceeding in such Town Court), in the event of an action for summary proceeding, or the Supreme Court, Wayne County.

49. ENTIRE AGREEMENT. It is understood and agreed by the parties hereto that this Lease and exhibits hereto contain the entire understanding between the parties hereto and supersede any prior understandings, memoranda or other written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease that are not fully expressed herein or therein.

50. PROVISIONS BINDING, ETC. The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease. The term "Landlord" as used in this lease means only the then current owner of the Building, so that in the event of any sale or sales of the Premises or any portion thereof, any prior Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord contained herein, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser of the Building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

51. HEADINGS. Captions of the sections or parts of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

52. AMENDMENTS. This Lease may not be modified except by a writing signed by both parties.

53. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties may execute and electronically deliver copies of this Lease and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

54. INVALIDITY. In case any provisions of this Lease shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Lease shall be in any way affected thereby.

55. SURVIVAL OF TERMS. The representations, warranties and covenants of this Lease shall survive the expiration or earlier termination of this Lease.

56. FAIR MEANING. This Lease shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

57. ATTORNEYS' FEES. If Landlord incurs attorneys' fees to enforce any provision of this Lease, Tenant shall be liable for all disbursements, court costs and reasonable attorneys' fees incurred, regardless of whether or not an action is commenced.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD:

Huron Evergreen LLC

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

Name: Scott Marshall

Title: Member

TENANT:

North Rose-Wolcott

Central School District

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

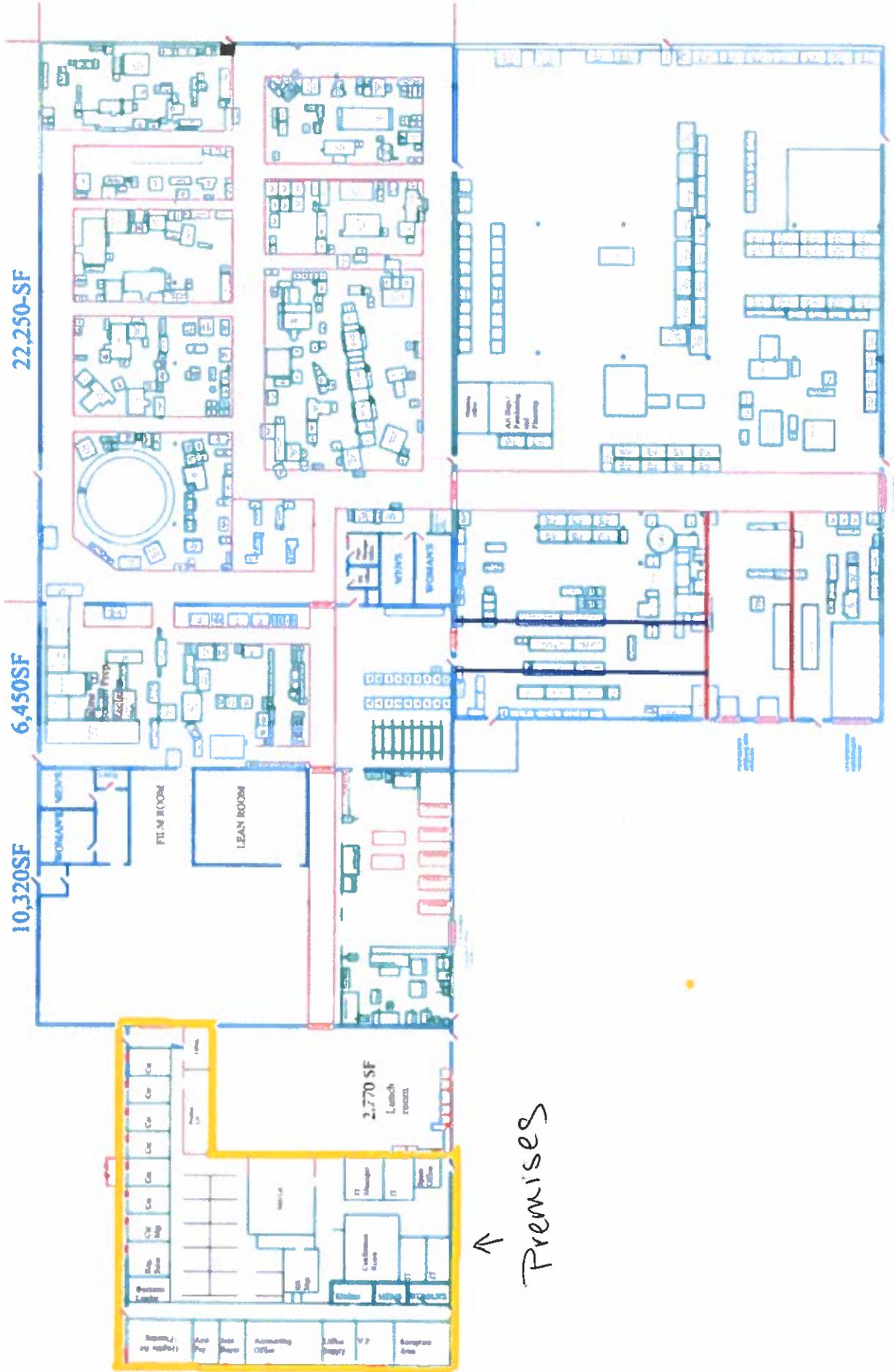
Name: Michael Pullen

Title: Superintendent of Schools

**EXHIBIT A**

**Dimensions of Demised Premises**

Exhibit A



# Claims Audit Report NRW CSD Warrant 0004      7/21/23

## Summary of findings:

I checked all transactions in Warrant 0004. PO 23-01374 was placed after field trip (Rochester Red Wings on 5/31/23). There was an invoice for Rochester City School District lacking a PO. There was also an invoice for School Lunch fund lacking a PO. Claim Forms were completed for both. All other transactions were okay.

July 21, 2023  
01:22:44 pm

**North Rose-Wolcott Central School Dist**  
Warrant Report  
Fiscal Year: 2024  
Warrant: 0004-Payables 07/21/2023

Page 16

P.O. Number	Account	Description	Trans/Payment	Invoice Amt. For This Check	Payment Amt.	Check Number Check Date
Total for assigned computer checks					336,513.01	
Total for unassigned payments					0.00	
Total for manual checks					0.00	
Total for electronic transfers (manual)					0.00	
Certified warrant amount					336,513.01	
Total of credits associated with cash replacement checks issued					0.00	
Total for Warrant Report					336,513.01	
Net Disbursement by Fund - All Payments						

Fund Summary					
A					\$ 225,025.60
CM					500.00
F					66,589.91
H					44,397.50
<b>Total for All Funds</b>					<b>\$ 336,513.01</b>
<b>Bank Account Summary</b>		<b>Computer Checks</b>	<b>Cash Replacement</b>	<b>EFT's</b>	<b>Transactions</b>
LYONS BANK GENERAL F	30 Checks (147074-147103)	0	0	51	\$ 225,025.60
LYONS BANK SPECIAL A	12 Checks (003090-003101)	0	0	13	66,589.91
TE- HIGH YIELD/MUNIC	2 Checks (000514-000515)	0	0	2	600.00
H- CAPITAL FUND CHEC	3 Checks (000925-000927)	0	0	3	44,397.50
<b>Total for All Computer Checks</b>					<b>\$ 336,513.01</b>

I hereby certify that I have audited the claims for the 47 checks and 0 electronic disbursements above, in the total amount of \$ 336,513.01 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/21/23      *Harley Seager*  
Date                      Claims Auditor

Harley Seager, Claims Auditor

# NRW CSD Warrant 0006 - 7/27/2023

Summary of findings:

I have checked all transactions in Warrant 0006. There were 4 POs for School Lunch Fund that invoices were not turned in to business office in a timely manner for payment. There was also an invoice for Rochester City School District that was lacking a PO. A claim form was completed for this invoice. All other transactions were okay.

July 27, 2023 01:39:01 pm	<b>North Rose-Wolcott Central School Dist</b> Warrant Report Fiscal Year: 2024 Warrant: 0006-Payables 07/28/2023	Page 13				
<b>P.O. Number</b>	<b>Account</b>	<b>Description</b>	<b>Trans/Payment</b>	<b>Invoice Amt. For This Check</b>	<b>Payment Amt.</b>	<b>Check Number Check Date</b>
Total for assigned computer checks <span style="float: right;">618,913.22</span> Total for unassigned payments <span style="float: right;">0.00</span> Total for manual checks <span style="float: right;">0.00</span> Total for electronic transfers (manual) <span style="float: right;">0.00</span>						
Certified warrant amount <span style="float: right;">618,913.22</span> Total of credits associated with cash replacement checks issued <span style="float: right;">0.00</span> Total for Warrant Report <span style="float: right;">618,913.22</span>						
<b>Net Disbursement by Fund - All Payments</b>						
<b>Fund Summary</b>						
						\$ 473,662.18
A						426.15
C						22,699.89
F						22,125.00
H						\$ 518,913.22
<b>Total for All Funds</b>						
<b>Bank Account Summary</b>						
		<b>Computer Checks</b>	<b>Cash Replacement</b>	<b>EFT's</b>	<b>Transactions</b>	
LYONS BANK GENERAL F	28 Checks (147104-147131)		0	0	37	\$ 473,662.18
LYONS BANK SCHOOL LU	1 Check (013078)		0	0	1	426.15
LYONS BANK SPECIAL A	7 Checks (003192-003108)		0	0	8	22,699.89
H- CAPITAL FUND CHEC	1 Check (000928)		0	0	1	22,125.00
<b>Total for All Computer Checks</b>						<b>\$ 518,913.22</b>

I hereby certify that I have audited the claims for the 37 checks and 0 electronic disbursements above, in the total amount of \$ 518,913.22 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

7/27/23   
 Date Claims Auditor

Harley Seager, Claims Auditor

# NRW CSD Warrant 0007

8/3/2023

Summary of findings:

I have checked all transactions in Warrant 0007. There are no findings to report, all transactions are okay.

P.O. Number	Account	Description	Trans/Payment	Invoice Amt. For This Check	Payment Amt.	Check Number Check Date
<p style="text-align: center;"><b>North Rose-Wolcott Central School Dist</b> Warrant Report Fiscal Year: 2024 Warrant: 0007-Payables 08/04/2023</p>						
Total for assigned computer checks					138,151.44	
Total for unassigned payments					0.00	
Total for manual checks					0.00	
Total for electronic transfers (manual)					0.00	
Certified warrant amount					138,151.44	
Total of credits associated with cash replacement checks issued					0.00	
Total for Warrant Report					138,151.44	
<b>Net Disbursement by Fund - All Payments</b>						
<b>Fund Summary</b>						
A						\$ 90,392.42
F						29,696.02
H						18,063.00
<b>Total for All Funds</b>						<b>\$ 138,151.44</b>
<b>Bank Account Summary</b>						
	Computer Checks	Cash Replacement	EFT's	Transactions		
LYONS BANK GENERAL F	25 Checks (147132-147156)	0	0	36		\$ 90,392.42
LYONS BANK SPECIAL A	6 Checks (003109-003114)	0	0	6		29,696.02
H- CAPITAL FUND CHEC	3 Checks (000929-000931)	0	0	3		18,063.00
<b>Total for All Computer Checks</b>						<b>\$ 138,151.44</b>

I hereby certify that I have audited the claims for the 34 checks and 0 electronic disbursements above, in the total amount of \$ 138,151.44 You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

8/3/23 *Harley Seager*  
Date Claims Auditor

Harley Seager, Claims Auditor