

Board of Education Regular Meeting Monday, April 2, 2012 7:00pm

Community Room: Thomas A. Edison High School

rder
of Agenda/Minutes
a. Approve the agenda of the April 2, 2012 Regular Board of Education Meeting. Motion Second VOTE
b. Recommendation to suspend the regular order of business to accommodate guests, special discussion topics and presentations in an order of business as deemed appropriate. Motion Second VOTE
Approve the minutes from the March 26, 2012 Board of Education Meeting. SEE ATTACHED Motion Second VOTE
Session Personnel Regotiations
ts from the Public and Staff
Superintendent

E-3 Middle School Principal/CSE Chair

Elementary Principal

E-4 High School Principal

E-2

- E-4 Business Manager
- E-5 Other Staff
- E-6 Public Comments

F. Personnel

At this point the Board will consider whether to proceed with personnel Items F-1a through F-2c

Recommendation	to approve the	following o	consent items	F-1a through	F-2c
Motion	Second	VOTE		· ·	

F-1 Appointments

Recommendation to approve the following personnel. Be it further resolved that upon receipt of final clearance from the State Education Department, any conditional appointments shall be changed to regular appointments, reflecting the effective date of said Board meeting.

a.) Substitutes

Recommendation to approve the following conditional substitute for the 2011-12 school year.

Substitute Support Staff

Teuta Hoxha

F-2 Retirement Notification

- a. Recommendation to accept, with thanks and appreciation of service, the retirement notification of Ms. Patricia Sauer, effective June 30, 2012. Ms. Sauer shall be entitled to all retirement benefits as provided for in the current EHTA contract. We thank her for her dedication to the teaching profession and the numerous children she has taught during the past twenty-five (25) years, as a teacher at Cohen.
- b. Recommendation to accept, with thanks and appreciation of service, the retirement notification of Ms. Terry Allison, effective June 30, 2012. Ms. Allison shall be entitled to all retirement benefits as provided for in the current EHTA contract. We thank her for her dedication to the teaching profession and the numerous children she has taught during the past thirty-one (31) years, as a teacher at Cohen.
- c. Recommendation to accept, with thanks and appreciation of service, the retirement notification of Ms. Linda Buice, effective June 30, 2012. Ms. Buice shall be entitled to all retirement benefits as provided for in the current EHTA contract. We thank her for her dedication to the teaching profession and the numerous children she has taught during the past twenty-six (26) years, as a teacher at Cohen.

G. Financial
G-1 Budget Status Report
Recommendation to acknowledge the Budget Status Report dated March 26, 2012 SEE ATTACHED
Motion
Second
VOTE
G-2 Treasurer's Report
Recommendation to acknowledge the Treasurer's Report for the month of
February, 2012. SEE ATTACHED
Motion
Second
VOTE
G-3 Investment Report
No Investment Report
G-4 Claims Auditor Report
Recommendation to acknowledge the Claims Auditor Report for the month of
February, 2011. SEE ATTACHED
Motion
Second
VOTE
G-5 Extra Classroom Report
Recommendation to acknowledge the Extra-classroom Report for the month of
February, 2011. SEE ATTACHED
Motion
Second
VOTE
H. Facilities
H-1 Capital Project Update
I. Old Business
I Nov. Duciness
J. New Business
J-1 Recommendation to ratify the tentative agreement between the Superintendent of
Schools of the Elmira Heights Central School District and the Elmira Heights Teachers Association (EHTA), effective July 1, 2012 through June 30, 2015.
Motion
Second
VOTE

J-2 Recommendation to ratify the tentative agreement between the Superintendent of Schools of the Elmira Heights Central School District and the Elmira Heights
Educational Support Staff Association (EHESSA), effective July 1, 2012 through June 30, 2015.
Motion
Second
VOTE
K. Consent At this point the Board will consider whether to precede with consent agenda items K-1 through K-3
MotionSecondVOTE
K-1 Recommendation to approve the student placement determinations from the March 22, 23, 2012 CSE meetings and the funds to support such recommendations. SEE ATTACHED
K-2 Recommendation to accept the revised Board of Education Policy 4212: Organizational Chart, as presented at the March 27, 2012 Board of Education Meeting
K-3 Recommendation to approve the agreement between the Elmira Heights CSD and the Cerebral Palsy Handicapped Children's Association of Chemung County, effective September 1, 2011 through August 31, 2012. The total budgeted amount for the agreement is \$3,818 for Section 611 and \$1,1011 for Section 619. SEE ATTACHED
L. Awards/Honors/Achievements
L-1 Cohen Middle School Citizenship Awards L-2 Presidential Scholarship Award Recognition
M. Communications
N. Discussion Topic
N-1 Grade 8 End of Year Trip
N-2 Teacher/Principal Evaluation Assessment Rubrics and Evidence Binders
N-3 Final Budget Review
O. Next Meeting
Wednesday, April 18, 2012 Regular Board of Education Meeting 7pm Community Room
P. Adjournment MotionSecondVOTETime

ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT ELMIRA HEIGHTS, NEW YORK

Board of Education Meeting March 26, 2012

<u>CALL TO ORDER:</u> The Board of Education Meeting was called to order at 7:00 p.m. by President, Harry Blish, followed by the pledge of allegiance.

MEMBERS PRESENT Lisa Benedict, Harry Blish, Christopher Callas, Harvey Harris, Joseph Sullivan, Andrew Willard

OTHERS PRESENT Mary Beth Fiore, Debra Palmer, Dawn Hanrahan, Andy Lutz, Joe Robinson, Mike Coghlan, Sara Day, Carol Cady, Carol Sullivan, Christian Pelchar, Katy Rayne

APPROVAL OF AGENDA/MINUTES

Agenda:

A motion was made by Christopher Callas seconded by Andrew Willard and carried 6-0 to approve the March 26, 2012 agenda.

Order of Business:

A motion was made by Andrew Willard seconded by Joseph Sullivan and carried 6-0 to suspend the regular order of business to accommodate guests, special discussion topics and presentations in an order of business as deemed appropriate.

Minutes:

<u>March 12, 2012</u> Regular Meeting- A motion was made by Lisa Benedict seconded by Harvey Harris and carried 6-0 to approve the minutes of the March 12, 2012 Regular Meeting.

March 15, 2012 Special Meeting- A motion was made by Andrew Willard seconded by Joseph Sullivan and carried 6-0 to approve the minutes of the March 15, 2012 Special Meeting.

March 19, 2012 Budget Workshop- A motion was made by Lisa Benedict seconded by Harry Blish and carried 6-0 to approve the minutes of the March 19, 2012 Budget Workshop.

COMMENTS FROM THE PUBLIC AND STAFF

Mary Beth Fiore - Superintendent of Waiting for Budget News from NYS of Guidance Documents received today for APPR – not just about compliance but also withholding of state aid – our District is fortunate that all parties are working together. Of Superintendent of

<u>Joe Robinson – High School Principal</u> •Marking Period ends Friday •Wednesday is Staff development day •Jackals Night is Friday 3/30 – many student to be honored for character and service

<u>Debra Palmer – Business Manager</u> ◆Tax Cap webinar is Wednesday with SED final guidance ◆Colleen attended a Clerks' workshop ◆Wincap looking at the ACH A/P payments ◆Copiers – finalizing details for new ones ◆Supplies – wrapping up year end evaluation for supplies need ◆New Synervoice system – quick implement allows for many phone calls

PERSONNEL

A motion was made by Christopher Callas seconded by Andrew Willard and carried 6-0 to approve the following recommended personnel items F-1a through F-2a as presented, and being further resolved that upon receipt of final clearance from the State Education Department, any conditional appointments shall be changed to regular appointments, reflecting the effective date of said Board meeting.

F-1 Appointments

a. Substitutes - for the 2011-12 school - approved

Substitute Teachers
Substitute Support Staff
Substitute Support Staff
Substitute Support Staff
Substitute Teachers
Substitute Support Staff

b. Volunteers - approved

The Board approved the following individuals as volunteers to work with our athletic department for the 2011-12 school year: Chris Coghlan Baseball Brian Cooper Softball

F-2 Retirement Notification - approved

a. Andrea Paggio - Elementary Teacher

The Board accepted with thanks and appreciation of service the retirement notification of Ms. Andrea Paggio, effective June 30, 2012. Ms. Paggio shall be entitled to all retirement benefits as provided for in the current EHTA contract. We thank her for her dedication to the teaching profession and the numerous children she has taught during the past 21 years, as an elementary teacher at Cohen.

FINANCIAL

G-1 New Account - Extra Curricular - Chemung Canal Trust Company - approved

A motion was made by Lisa Benedict, seconded Andrew Willard and carried 6-0 to approve the following resolution to open a new account:

Resolution to Open a New Account

WHEREAS, the Board of Education of the Elmira Heights Central School District desires to maintain a savings and checking account for the Extra Curricular Activity Clubs of the school district and,

WHEREAS, the current financial institution where the checking and savings accounts are maintained, HSBC, has been purchased by Five Star Bank and since they will not be acquiring the balances for the municipal accounts held at HSBC NOW, THEREFORE, be it

RESOLVED, that the Board of Education of the Elmira Heights Central School District authorizes the Central Treasurer to open a new checking and savings account at Chemung Canal Trust Company, Elmira Heights Branch to be named Elmira Heights CSD, Extra-Curricular.

G-2 Close Account - Extra Curricular - HSBC - approved

A motion was made by Christopher Callas, seconded by Andrew Willard and carried 6-0 to approve the following resolution to close an account:

Resolution to Close an Account

WHEREAS, the Board of Education of the Elmira Heights Central School District desires to maintain a checking and savings account for the Extra-curricular activities fund and.

WHEREAS, the current financial institution where the checking and savings accounts are maintained, HSBC, has been purchased by Five Star Bank and since they will not be acquiring the balances for the municipal accounts held at HSBC NOW, THEREFORE, be it

RESOLVED, that the Board of Education of the Elmira Heights Central School District authorizes the Central Treasurer to close the Extra Curricular accounts at HSBC Bank, Elmira Heights Branch.

FACILITIES

Capital Project - update - Mike Coghlan

◆Cafeteria Project – will be completed during Easter Break ◆Security Cameras – additional cameras can be purchased on state bid ◆AEDs – will need to be replaced since technical support will be lapsing at the end of next year. ◆Only \$100,000. Left and want to wait to see if our aid is reduced and final payments not made

OLD BUSINESS

None

NEW BUSINESS

None

CONSENT

A motion was made by Joseph Sullivan, seconded by Harvey Harris and carried 6-0 to approve the following consent agenda items K-1 through K-7.

K-1 CSE Recommendations and Funding - approved

Approved recommendations and funds to support placements for determinations made at the March 6, 12, 13, 15, 2012 CSE meetings.

K-2 CPSE Recommendations and Funding - approved

Approved recommendations and funds to support placements for determinations made at March 13, 2012 CPSE meetings.

K-3 Donation \$479.00 - Elmira Heights Teachers Association - accepted

Accepted with thanks and appreciation, a donation of \$479.00 from Elmira Heights Teacher's Association. The funds shall be used to purchase binders to be utilized as their Core Curriculum binders.

K-4 Donation \$606.00 - Lifetouch National School Studios - accepted

Accepted with thanks and appreciation, a donation of \$606.00 from Lifetouch National School Studios for school portraits commission. It is further recommended that this donation be used to purchase equipment, materials, and supplies for the Cohen Elementary/Middle school yearbook committees use

K-5 Policy 4212: Organizational Chart - revised - first reading - accepted

Accepted the first reading of revised Policy 4212 Organizational Chart as presented.

K-6 OMNI Limited preferred Provider Program - approved

Approved enrollment in the OMNI Limited Preferred Provider Program (P3) and to add Lincoln Investments to our Provider list

K-7 Retirees Health Insurance Changes

Approved the following resolution relative to retiree health insurance Medicare options and plan change:

RESOLVED, that the Medicare-eligible retirees of the Elmira Heights Central School District be covered under Medicare Option Three (III) provided under the Central Southern Tier (CST) Health Care Plan effective May 1, 2012. After such effective date, the District will pay for or reimburse such retirees for any out-of-pocket expenses that would have been covered under the CST Health Care Plan's Medicare Option One (I).

BE IT FURTHER RESOLVED, that the retirees of the Elmira Heights Central School District eligible for coverage under the P07 Plan under the CST Health Care Plan be covered under the P80 Plan effective May 1, 2012. After such effective date, the District will pay for or reimburse such retirees for any out-of-pocket expenses that would have been covered under the CST Health Care Plan's P07 Plan.

AWARDS / HONORS / ACHIEVEMENTS

◆ Presidential Scholarship Award postponed until next meeting

COMMUNICATIONS

♦ None

DISCUSSION

Budget Review

EXECUTIVE SESSION:

At 8:25pm a motion was made by Christopher Callas, seconded by Lisa Benedict and carried 6-0 to enter executive session to discuss personnel and negotiations.

ADJOURN EXECUTIVE SESSION:

At 9:35pm a motion was made by Joseph Sullivan, seconded by Andrew Willard and carried 6-0 to adjourn executive session

RE_ENTER EXECUTIVE SESSION:

At 9:36pm a motion was made by Joseph Sullivan, seconded by Christopher Callas and carried 6-0 to re-enter executive session to discuss personnel.

ADJOURN EXECUTIVE SESSION:

At 9:37pm a motion was made by Andrew Willard, seconded by Joseph Sullivan and carried 6-0 to adjourn executive session

NEXT MEETING

Mon April 2, 2012

7:00 pm -Regular Meeting

TAE Community Room

<u>ADJOURNMENT</u> — At 9:38pm a motion was made Lisa Benedict, seconded by Harvey Harris and carried 6-0 to adjourn the meeting.

Clerk			

March 29, 2012 01:43:16 pm

Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Fund: A GENERAL FUND

	Description	Initial Budget	Adjustments	Current	Year-to-Date	Encumbrances	Unencumbered	
1010 Board Of Education					Colombia de la colombia del colombia del colombia de la colombia del la colombia de la colombia del colombia del la colombia del la colombia	Guestanung	Datance	
160 Noninstructional Salaries		445.00	000	445 00				
400 Contractual Services		10 000 00	-4 027 02	9 22 00		2		
450 Materials & Supplies		400.00	76.726.1	0,072.00	40.780,7		474.44	
490 BOCES Services		400.00	0.0	400.00	0.00	0.00	400.00	
Subtotal of 1010 Board Of Education		1,197.00	0.00	1,197.00	0.00	1,197.00	0.00	
1040 District Clerk		12,042.00	-1,927.92	10,114.08	7,907.91	1,329.53	876.64	
160 Noninstructional Salaries		9		;				
400 Contractual Services		00.080	0.00	290.00	484.50	101.50	4.00	
450 Materials & Supplies		0.00	791.42	791.42	470.29	270.00	51.13	
Subtotal of 1040 District Older		45.00	0.00	45.00	0.00		45.00	
4060 District Martin		635.00	791.42	1,426.42	954.79	67	100.13	
Logo District Meeting								
100 Noninstructional Salaries		445.00	0.00	445.00	310.27	132.53	000	
400 Contractual Services		330.00	200.00	830.00	239.19		25.5	
450 materials & Supplies		650.00	0.00	650.00	0.00		850.00	
Subtotal of 1060 District Meeting		1,425.00	200.00	1.925.00	549 4R	25	62.00	
1240 Chief School Administrator							1,00,1	
150 Instructional Salaries		149.615.00	-25.04	149 589 99	400 074 07	47		
160 Noninstructional Salaries		39 645 00		15,000.99	103,974.27	40,084.38	21.33	
161 Noninstruct Salary-Subs		09,043,00	00.0	39,045.00	27,825.69	11,81	4.75	
400 Contractual Services		2,000.00	57.1881.	118.27	118.27	0.00	0.00	
ASO Matorica Crimeria		4,610.00	3,212.20	7,822.20	5,403.25	1,594.82	824.13	
Control of Act of Control		1,175.00	123.18	1,298.18	1,298.18	0.00	000	
Subtotal of 1240 Chief School Administrator	ator	197,045.00	1,428.64	198,473.64	138,619.66	59.003.77	850.24	
1310 Business Administration								
150 Instructional Salaries		62,405.00	-1.70	62 403 30	43 012 27	40 400 03	6	
160 Noninstructional Salaries		31,510.00	80 C-	31 507 02	10,010,00	10,409.95	0.00	
161 Noninstruct Salary-Subs			178 90	26.700,10	470.00	9,335.68	0.00	
400 Contractual Services		0000	10.07	170.90	78.87		0.00	
450 Materials & Supplies		2,000.00	-186.75	1,813.25	782.35	0.00	1,030.90	
Agn BOCES Socies		1,050.00	-9.01	1,040.99	903.55	0.00	137.44	
Cubbotal of 4345 Business Administration		320,516.00	138.84	320,654.84	2,598.91	318,055.93	0.00	
Subtodal of 1310 business Administration	6	417,481.00	118.20	417,599.20	70,549.32	345,881.54	1,168.34	
1320 Auditing								
400 Contractual Services		16,600.00	80.00	16,680.00	16,675.55	4.45	0.00	
Subtotal of 1320 Auditing		16,600.00	80.00	16,680.00	16,675.55	4.45	00.0	
1330 Tax Collector								
160 Noninstructional Salaries		860.00	0.00	860.00	602.68	253.95	3 37	
400 Contractual Services		200.00	-42.26	457.74	254.22	51.78	151 74	
450 Materials & Supplies		100.00	42.26	142.26	142.26	000	100	
Subtotal of 1330 Tax Collector		1,460.00	0.00	1,460.00	999.16	305 73	155 44	(
1420 Legal								5
								-
Vin Cap Ver 12 03.28.6								

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March 29, 2012 01:43:16 pm

Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Fund: A GENERAL FUND

Budget Account Description	ption	Initial Budget Ad	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered	
400 Contractual Services		10,000.00	-25.00	9.975.00	7 374 00	000		
450 Matenais & Supplies		200.00	00.00	500.00	8:-		2,604.00	
Subtotal of 1420 Legal		10.500.00	-25.00	10 475 00	0.00		200.00	
1430 Personnel				0.0	00.L/s,/	0.00	3,104.00	
160 Noninstructional Salaries		32 075 00	5	20 050				
161 Noninstruct Salary-Subs		00:0	90.0	32,073.00	22,568.96	9,502.72	3.32	
400 Contractual Services		0.00	89.45	89.45	89.45	0.00	000	
450 Materials & Complian		400.00	132.90	532.90	421.72	000	11 10	
Solitoria de Cuppites		400.00	-357.45	42.55	42.55		0.1.10	
Suprotal of 1430 Personnel		32,875.00	-135.10	32 739 90	12. C.	0.00	800	
1460 Records Management Officer				36,139,30	23, 122.08	9,502.72	114.50	
150 Instructional Salaries		3 470 00	6	7				
400 Contractual Services		00.004	9 6	3,470.00	2,439.60	1,027.25	3.15	
450 Materials & Supplies		200.00	9	200.00	0.00	0.00	200.00	
Subtotal of 1480 Pocosde Management Office		150.00	0.00	150.00	32.97	0.00	117.03	
		4,120.00	0.00	4,120.00	2,472.57	1.027.25	820 18	
1460 Public Information and Services								
150 Instructional Salaries		3,000.00	0.00	3.000.00	000	c	0000	
400 Contractual Services		2,800.00	000	2 800 00	8 6	0.00	3,000.00	
450 Materials & Supplies		1.800.00	-110 70	1 680 30	900	97.00	2,615.00	
Subtotal of 1480 Public Information and Services	services	7 600 00	10.10	1,009.30	0.00	0.00	1,689.30	
1620 Operation of Plant		9999	0.01-	7,468.30	0.00	185.00	7,304.30	
160 Moningtonotional Calada								
164 Monitoria of Colors Only	e	354,845.00	0.00	354,845.00	247,001.41	98.833.55	9 010 04	
101 Norminature Salary-Subs		10,000.00	0.00	10,000.00	1.919.72		90.010,8	
los Noninstruct Salanes-OT		3,000.00	00.0	3.000 00	713.00	8 6	07:000:50	
200 Equipment		2,000,00	3 734 23	0,000.00	00.517	0.00	2,287.00	
400 Contractual Services	c	274 800 00	0,734.23	0,734.23	6,255.29	0.00	2,478.94	
450 Materials & Sunnline	n	24,900.00	-95T.49	373,848.51	211,738.59	96,393.67	65,716.25	
Subtotal of 1820 Overetion of Blant	1	31,000.00	7,647.83	38,647.83	25,494.74	6,948.93	6.204.16	
Consolar State Operation of Flam	_	778,645.00	10,430.57	789,075.57	493,122.75	202,176.15	93,776.67	
1021 Maintenance of Plant								
160 Noninstructional Salaries	÷	140,580.00	00.00	140 580 00	70 400 00	44 050 04	į	
169 Noninstruct Salaries-OT		3 000 00		00.000	90,924.00	17.700,14	3.72	
400 Contractual Services	•	0,000.00	20.00	3,000.00	3/1.36	0.00	2,628.64	
450 Materials & Sunnies	-	16,323.00	00.100,4	00.978,221	41,031.14	13,190.40	68,754.46	
Subtotal of 1824 Maintanance of Bi		58,605.00	84.05	58,689.05	26,154.79	15,963.54	16.570.72	
Subjects of 1621 maintenance of Plant	ř	321,110.00	4,135.05	325,245.05	166.481.36	70.806.15	87 057 EA	
1670 Central Printing & Mailing							10.100.10	
160 Noninstructional Salaries		5,030.00	24.67	5.054.67	2 721 74	2 332 02	8	
161 Noninstruct Salary-Subs		200.00	-24 67	475 33		2,002.00	00:0	
400 Contractual Services		25,000,00	00.50	17.0.33	0.00	0.00	475.33	
450 Materials & Supplies		50,000.00	705.00	25,705.00	10,855.62	12,706.00	2,143.38	
Subtotal of 1670 Central Brinting 9 Mailine		00.000	0.00	200.00	142.85	0.00	357.15	
		31,030.00	705.00	31,735.00	13,720.21	15.038.93	2.975.RB	
1680 Central Data Processing								

FinCap Ver. 12.03.28.6

March 29, 2012 01:43:16 pm

Budget Status Report As Of: 03/26/2012

Fiscal Year: 2012

Unencumbered	Dallatice	0.00	0.00		3.337.00	3,337.00		00 488	200.000	885.00		450.00	450.00	20.001		277.48	277.48		8 024 08	8,024,08	0,024.00		0.00	0.00		0000	3,332.45	3,332.45		5.50	80 9	200	20:00	8.	853.44	2,158.41	25.00)	3,237.88	8	8.5	0.00		4,798.84	1,790.50	19.00
Encumbrances Unen	9	347,384.00	547,584.00		0.00	0.00		000	200	0.00		0.00	00.0			10,000.00	10,000.00		0.00				790,285.00	296,286.00		2026.05	2,620.63	3,836.85		62,360.79	23.944.39		000	00.0	185.00	0.00	4,239.00	Q0 720 18	90,148.10	32 882 00		32,662.00	ć	0.00	450.00	64.00
Year-to-Date Expenditures	٤	0.00	0.00		55,258.00	55,258.00		6.115.00	8 115 00	0.51		0.00	0.00			5,347.52	5,347.52		0.00	0.00		8	3	0.00		2 072 55	2,012,00	2,072.55		133,443.73	56,868.29	3.316.34	30 30	00.00	0.00	3,696.39	000	197.364.14		00.00		9.0	20 90	90.23	L20.31	908.50
Current Budget	8	44 70 5.00	547,584.00		58,595.00	58,595.00		7,000.00	7,000,00			450.00	450.00		45 607 00	00.020,01	15,625.00		8,024.08	8,024.08		296 286 00	200,000	296,286.00		9.241.85	0 244 96	8,241.65		195,810.02	80,818.76	3,525.90	39.39	1 020 44	1,030.44	5,854.80	4,244.00	291.331.31		32,882.00	22 882 AA	27,004.0	4 895 00	1,000.00	3,301.41	991.50
Adjustments	358.00	280 00	220.00		4,085.00	4,095.00		0.00	0.00		;	0.00	0.00		6	9.0	5.0		8,024.08	8,024.08		000		3		-758.15	759 45	200.00		-16,654.98	-1.24	2,025.90	39.39	-1 956 56	00.000	324.80	0.00	-16,222.69		2,883.00	2.883.00		-5 102 91	3 361 41	1.000	991.50
Initial Budget	547,226.00	547 228 nn	20.044, 170	00 000	04,000.00	54,500.00		2,000.00	7,000.00		9	450.00	450.00		15 625 00	15 825 00	2000		0.00	0.00		296,286.00	206 288 00	490,490.00		10,000.00	10 000 00			212,465.00	80,820.00	1,500.00	0.00	2,995,00	200000	0,330.00	4,244.00	307,554.00		29,999.00	29.999.00		9.998.00	000	000	50.50
Description		Q.							8							ol Property			ı	y laxes			Costs														٠	hool			valuation					
	490 BUCES Services	Subtotal of 1680 Central Data Processing	1910 Unallocated Insurance	400 Contractual Services	Subtotal of 1910 Unallocated Insurance	1920 School Association Dues	400 Contractual Services	Subtotal of 1020 Cohool Account	TO LOUGH AND THE PROPERTY OF T	1930 Judgments and Claims	400 Contractual Services	Subtotal of 1930 hidements and Claims		1830 Assessments on School Property	400 Contractual Services	Subtotal of 1950 Assessments on School Property	1964 Refund on Real Property Taxes	400 Contractual Services	Subtotel of 4064 Boding and an arrangement	Castoda of 1904 Netura on Real Proper	1981 BOCES Administrative Costs	490 BOCES Services	Subtotal of 1981 BOCES Administrative Costs	1080 Uncloseifed	And Contracting Contracting	400 Contractual Services	Subtotal of 1989 Unclassified	2020 Supervision-Regular School	150 Instructional Salaries	160 Noninstructional Calaries	164 Marianta de la constante d	450 Ministruct Salary-Subs	los noninstruct salanes-OT	400 Contractual Services	450 Materials & Supplies	490 BOCES Services	Control of Control of State of	Subject of Auto Supervision-Regular School	2060 Research, Planning & Evaluation	490 BOCES Services	Subtotal of 2060 Research, Planning & Evaluation	2070 Inservice Training-Instruction	150 Instructional Salaries	400 Contractual Services	450 Materials & Supplies	:

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Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Budget Account Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered
490 BOCES Services	35,029.00	750.00	35.779.00	000	35 779 00	Dalatica
Subtotal of 2070 inservice Training-Instruction 2110 Teaching-Regular School	45,027.00	0.00	45,027.00	2,125.66	36,293.00	6,608.34
120 Teacher Salaries, K-6	4 700 005					
129 Teacher Salaries, K-6-OT	1,722,903.00	14,479.38	1,737,384.38	1,034,807.91	702,576.47	0.00
130 Teacher Salaries, 7-12	2,000.00	-1,190.87	809.13	809.13	0.00	0.00
139 Teacher Salary 7.19, OT	1,982,365.00	-52,272.29	1,930,092.71	1,148,976.48	781,116.23	00.00
140 Suh Teacher Saladon	2,000.00	-1,533.29	3,466.71	1,347.11	00.0	2 119 60
150 Instructional Calains	101,335.00	29,101.08	130,436.08	105.992.52	16.511.06	7 032 50
150 Monitorial Calantes	2,000.00	0.00	2,000.00	0.00	000	2,000,00
100 Noninstructional Salanes	252,335.00	21,476.48	273,811.48	164.601.08	100 210 40	2,000.00
161 Noninstruct Salary-Subs	10,000.00	-3,131.85	6.868.15	5 934 54	03,510.40	0.00
169 Noninstruct Salaries-OT	0.00	500.11	500.11	500 11	8 6	933.61
200 Equipment	9,005.00	-240.00	8.765.00	2 187 17	0.00	0.00
400 Contractual Services	19.450.00	666.52	20 118 52	7 062 00	2004.90	0,282.93
450 Materials & Supplies	61.816.00	16 218 71	78 034 74	7,032.30	3,867.50	9,076.12
471 Tuition Pd to NYS Pub Sch	15,000,00		16,000,00	40,007.33	7,550.49	23,616.89
480 Textbooks	00:000,00	0.00	00.000,61	377.48	0.00	14,622.52
490 BOCES Seprices	64,285.00	1,421.26	65,706.26	61,561.01	2,871.74	1,273.51
Subtotal of 2440 Teaching Beauty 2-1-2-1	288,605.00	-15,038.09	273,566.91	24.06	273,153.35	389.50
CONTROL OF THE REACHING ACTION	4,536,101.00	10,457.15	4,546,558.15	2,581,028.83	1,897,272.14	68.257.18
2250 Prg For Students w/Disabilities						
150 Instructional Salanes	519,316.00	-13,382.77	505,933.23	307,770.00	196.198.00	1 965 23
139 Prof Staff Salanes Ol	200.00	-500.00	0.00	0.00	000	000
160 Noninstructional Salaries	96,033.00	-18.706.06	77.326.94	51 804 60	24 040 60	0.00
161 Noninstruct Salary-Subs	1.000.00	1 900 09	2 900 00	2 506 42	24,010.06	921.56
162 CSE Office Subs	00 005	644.23	2,300.03	21.000.12	0.00	393.97
169 Noninstruct Salaries-OT	00.000	77.110	/2.111,1	1,111.27	0.00	0.00
200 Falipment	00.000	-375.54	124.46	124.46	0.00	0.00
400 Contraction Consisce	3,000.00	-1,087.90	1,912.10	0.00	0.00	1,912.10
450 Mathaial & Counting	31,950.00	8,216.32	40,166.32	17,584.91	22,398.76	182.65
474 Tuiting Date NOOD TO TO	1,518.00	0.00	1,518.00	1,002.99	0.00	515.01
472 T. Linkoli Fa to NYS Pub Sch	0.00	90.42	90.42	90.42	0.00	000
472 Tulluon-All Other	0.00	32,000.00	32,000.00	19,356.72	12.643.28	000
48U lextbooks	1,000.00	-866.46	133.54	38.31	0.00	95.23
490 BUCES Services	1,919,913.00	-21,544.91	1,898,368.09	0.00	1.930.614.00	-32 245 91
Subtotal of 2250 Prg For Students w/Disabilities	2,575,230.00	-13,645.54	2,561,584.46	401,479.80	2.186.664.72	-28.560.06
2280 Occupational Education(Grades 9-12)						
480 BUCES Vervices	729,659.00	0.00	729,659.00	0.00	729,659.00	000
Subtotal of 2269 Occupational Education(Grades 9-12)	729,659.00	0.00	729,659.00	0.00	729,659.00	0.00
2330 Teaching-Special Schools 490 BOCES Services		,			•	
Subtotal of 2330 Teaching Special Schools	126,286.00	1,203.07	127,489.07	1,203.07	126,286.00	0.00
	126,286.00	1,203.07	127,489.07	1,203.07	126,286.00	0.00

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Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Budget Account Desc	Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Rajanca	
180 Noninethrictional Calculo							polining	
160 Notice of Calabia		25,916.00	129.24	26,045,24	17.363.50	8 681 7A		
103 red iii sa ucc Salanes-O		0.00	102.85	102 85	100.004	3	0.00	
400 Contractual Services		000	40.02	90.00	102.03		00.0	
450 Materials & Supplies		00:100	76:64	49.82	49.92	0.00	0.00	
460 State Aid-Libr-Software		00.186,7	862.11	8,743.11	6,724.90	1.752.44	265 77	
Subtotal of 2610 School Library 9 AV		7,020.00	161.66	7,181.66	4,805.00	1.623.75	752 04	
Seas Comment of the season of		40,817.00	1,305.78	42,122.78	29,046.17	12.057.93	10.201	
200 Conputer Assisted Instruction							00:010.1	
450 Martin 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		18,000.00	20,938.00	38.938.00	27 549 83	440		
450 Matenais & Supplies		3.559.00	000	3 550 00	4 225 26	410.00	10,978.17	
460 State Aid-Libr-Software		17 400 00	9.00	00.865,0	08.077,1	901.00	1,432.04	
Subtotal of 2630 Computer Assisted Instruction	itriction	00.004,71	00.001,0	23,506.50	9,890.95	0.00	13,615.55	
2810 Guidance-Regular School		00.808.00	27,044.50	66,003.50	38,666.74	1,311.00	26,025.76	
150 instructional Salaries								
159 Prof Staff Salaries OT		101,670.00	580.13	102,250.13	57,976.40	44.273.73	000	
And Contracting Security		0.00	1,433.04	1,433.04	1.433.04	000	9 6	
450 Martin Services		800.00	49.85	849.85	834 00	8 8	9.0	
430 materials & Supplies		1,341.00	640.77	1.981.77	769 77	0.00	15.83	
490 BOCES Services		19,300.00	00.0	19 300 00		397.10	815.84	
Subtotal of 2810 Guidance-Regular School	loc	123,111.00	2 202 20	425 644 40	90.00	19,300.00	0.00	
2815 Health Srvcs-Regular School			F.1 60:18	14.79	12.2L0	63,970.89	831.69	
160 Noninstructional Salaries								
161 Noninstruct Saland Suite		75,814.00	389.66	76,203.66	43,730.12	32,473.54	0000	
160 Nonimplement Calary Cutto		0.00	183.15	183.15	183.15	000	800	
10- Saladic Salades-Co		0.00	286.95	286.95	286.95		8 6	
400 Contractual Services		30,315.00	2.960.68	33 275 68	15 115 32	0.00	00.0	
450 Materials & Supplies		2 439 00	-234 AB	200.00	13,113,33	14,635.08	3,325.27	
Subtotal of 2815 Health Srycs-Regular School	chool	400 E88 004	-234.40	2,204.52	1,797.77	0.00	406.75	
		106,366.00	3,585.96	112,153.96	61,113.32	47,308.62	3,732.02	
Zeso Co-Curricular Activ-Reg Schi						•		
150 Instructional Salanes		27,000.00	679.76	27,679.76	14.049.82	13 629 94		
zoo Equipment		0.00	1.087.90	1 087 90	1 000 75	0000	900	
400 Contractual Services		5.600.00	556.50	6 156 EO	0,002.0	30.0	85.15	
450 Materials & Supplies		675.00	4 246 70	0,100	3,232.00	2,546.50	378.00	
Subtotal of 2850 Co-Curricular Activ. Pag Schil	I d'u		4,040.78	5,021.79	1,929.33	1,601.81	1,490.65	
2855 Interscholastic Athletics Des ceri		33,275.00	6,670.95	39,945.95	20,213.90	17,778.25	1,953.80	
150 Instructional Salariae								
160 Noninethicipal Solution		102,986.00	0.00	102,986.00	62,315.72	37,534.17	3.136.11	
161 Noticetrice Colories		22,000.00	-887.25	21,112.75	10,292.58	0.00	10.820 17	
460 Manimum Calady-Sums		14,500.00	-1,422.00	13,078.00	9.651.62	000	3 426 38	
OS LOCALISTICS SAIBTIES -O		0.00	887.25	887.25	887.25		00.02	
Zoo Equipment		0.00	7.962.54	7 962 54	2 522 54	800	000	
400 Contractual Services		44.797.00	-652.34	44 144 66	41 702 04	0.00	5,439.00	
450 Materiais & Supplies		19 276 00	2 074 24	24 25 24	12.621,17	1,500.00	921.45	
			to:t 10's	41,330.34	16,079.82	2,709.96	2,560.56	

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Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Budget Account Description	ption	Initial Budget	Adjustments	Current	Year-to-Date	Encumbrances	Unencumbered	
Subtotal of 2855 Interscholastic Athletics-Reg Schl	-Reg Schl	203 559 00	7 062 54	244 F24 F4	Experiques	Outstanding	Balance	
5510 District Transportation Services			1,000.	PC.126,112	143,473.74	41,744.13	26,303.67	
150 Instructional Salaries		0						
160 Noninstructional Calaries		3,407.00	0.00	3,467.00	2,439.79	1,027.06	0.15	
ASA Marine Constitution of the constitution of		223,413.00	0.00	223,413.00	132.904.72	81 302 10	0 206 40	
101 NOTH ISTACT SAIRLY-SAIDS		10,000.00	-1,500.00	8.500.00	6 377 93		9,500.10	
109 Normastruct Salanes-CT		10,000.00	0.00	10,000,00	S BAD ED	900	4,122.07	
400 Contractual Services		19 092 00	7 256 28	26.449.00	0,040.00	30.	1,151.32	
450 Materials & Supplies		1,032.00	07'000'	20,448.28	21,192.32	4,437.02	818.94	
490 BOCES Services		116,650.00	10,180.19	126,830.19	50,886.33	44,226.22	31.717.64	
Subtotal of 5510 District Transmontation		1,740.00	0.00	1,740.00	0.00	1,740.00	00.0	
SESO Comme Building	Services:	384,362.00	16,036.47	400,398.47	222,649.77	132,732.40	45.016.30	
2550 Carage Building								
160 Norinstructional Salaries		42,972.00	0.00	42,972.00	30.238.88	12,732,16	900	
103 Nominstruct Salanes-O1		200.00	0.00	200.00	000		0.00	
400 Contractual Services		1,057.00	1.380.05	2 437 05	1 650 17	27.0	00.000	
450 Materials & Supplies		1,600.00	3,303,23	4.903.23	1 400 80	7 063 43	10.00	
Subtotal of 5530 Garage Building		46.129.00	4 683 28	EO 842 28	20.001.	2,003.43	20.040	
5540 Contract Transportation			4,003.40	50,012.26	33,388.85	16,372.47	1,050.96	
400 Contractual Services		32,000,00	8.000.00	40 000 00	24 000 00	46,000,00		
Subtotal of 5540 Contract Transportation		32 000 00	00 000 0	40,000.00	00.000,42	19,000.00	0.00	
9010 ERS State Retirement			2,000.0	40,000.00	24,000.00	16,000.00	0.00	
800 Employee Renefits	#6							
Subteted of posts Edited		247,000.00	-54,179.17	192,820.83	130,159.24	61,041.28	1.620.31	
Subjoint of an in ERS State Retirement		247,000.00	-54,179.17	192,820.83	130,159.24	61.041.28	1 620 34	
9020 Teachers' Retirement							2010.	
800 Employee Benefits		549.726.00	104.380.82	654 106 R2	277 K20 GB	260 440 00		
Subtotal of 9020 Teachers' Retirement		E40 726 00	404 280 80	20.001,100.00	311,332.00	202,143.82	14,430.24	
9030 Conial Countity		00.021,846	104,380.82	654,106.82	377,532.66	262,143.92	14,430.24	
200 Employee Bonefit								
Silver of some Designing		501,487.00	35,188.70	536,675.70	308,734.36	212,129.62	15.811.72	
Subsocial of 8030 Social Security		501,487.00	35,188.70	536,675.70	308,734.36	212,129,62	15.811.72	
9040 Workers' Compensation								
800 Employee Benefits		91,065.00	-241.15	90,823.85	66,051.85	22.761.00	2 011 00	
Subtotal of 9040 Workers' Compensation		91,065.00	-241.15	90,823.85	66,051.85	22.761.00	2011.00	
9050 Unemployment Insurance				•	1)) · · · · · · · · · · · · · · · · · ·	£,v : 1.00	
800 Employee Benefits		25,000.00	20,000.00	45,000.00	32.675.54	12.324 46	000	
Subtotal of 9050 Unemployment Insurance		25.000.00	20,000,00	45 000 00	22 R7E EA	42 204 46		
9055 Disability Insurance		•			10.50	12,324.40	0.00	
800 Employee Benefits		1,000.00	-46.36	953.64	715.23	238.41	00.0	
Subtotal of 9055 Disability Insurance		1,000.00	-46.36	953 64	745 22	200 44	ö	
9060 Hospital, Medical, Dental Insurance					7.61	436.41	0.00	
800 Employee Benefits		2,273,324.00	-60,108.03	2,213,215.97	1,819,583.63	333,915.00	59.717.34	

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Budget Status Report As Of: 03/26/2012 Fiscal Year: 2012

Budget Account Desci	Description	Initial Budget	Adjustments	Current	Year-to-Date	Encumbrances	Unencumbered	
Subtotal of 9060 Hospital, Medical, Dental Insurance 9089 Other (specify)	tal Insurance	2,273,324.00	-60,108.03	2,213,215.97	1,819,583.63	333,915.00	Balance 59,717.34	1
800 Employee Benefits Subtotal of 9089 Other (specify) 9710 Serial Bonds-Refunding Bonds		33,259.00 33,259.00	1,412.50 1,412.50	34,671.50 34,671.50	9,934.19 9,934.19	24,737.31 24,737.31	0.00	
600 Principal-Debt Service 700 Interest-Debt Service Subtotal of 9710 Serial Bonds-Refunding Bonds 9711 Serial Bonds-School Construction	g Bonds	640,000.00 83,619.00 723,619.00	0.00	640,000.00 83,619.00 723,619.00	0.00 41,809.38 41,809.38	640,000.00 41,809.38 681,809.38	0.00 0.24 0.24	
600 Principal-Debt Service 700 Interest-Debt Service Subtotal of 9711 Serial Bonds-School Construction 9732 Bond Antic Notes-Bus Purchases	onstruction	1,465,000.00 329,294.00 1,794,294.00	0.00	1,465,000.00 329,294.00 1,794,294.00	0.00 84,646.89 84,646.89	1,465,000.00 244,646.87 1,709,646.87	0.00 0.24 0.24	
600 Principal-Debt Service 700 Interest-Debt Service Subtotal of 9732 Bond Antic Notes-Bus Purchases 9901 Transfer to Other Funds	Purchases	169,611.00 16,089.00 185,700.00	0.00	169,611.00 16,089.00 185,700.00	169,606.00 8,866.43 1 78,472.43	0.00	5.00 7,222.57 7,227.57	
950 Txf-Special Aid Fund Subtotal of 9901 Transfer to Other Funds 9950 Transfer to Capital Fund		25,000.00 25,000.00	0.00	25,000.00 25,000.00	0.00	0.00	25,000.00 25,000.00	
900 Txf to Capital Funds Subtotal of 9950 Transfer to Capital Fund	79	19,635.00 19,635.00	0.00	19,635.00 19,635.00	9,817.50 9,817.50	0.00	9,817.50 9,817.50	
Totai GENERAL FUND	-	18,594,400.00	136,784.66	18,731,184.66	7,888,238.59	10,333,516.89	509,429.18	

Budget Status Report As Of: 03/26/2012

Fiscal Year: 2012

Fund: A GENERAL FUND

Selection Criteria

Criteria Name: Shared: GF YTD BOE Report Fund: A

Budget type: Current Year
As Of Date: 03/26/2012
Suppress budgetcodes with no activity
Print Summary Only
Sort by: Fund/Function/Object
Printed by Deb Palmer

FinCap Ver 12 03.28.6

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CSD
HEIGHTS
ELMIRA

GENERAL TAX SO S	GEN WORKERS GENERAL COMP RESERVE CHECKING CHASE CHASE	CHASE 48.85 \$26,104.73 \$0.00 \$187.246.30 48.85 \$213,351.03 \$0.00 \$184,178.42 48.86 \$49,172.81	\$256,148.85 \$51,810.61 \$3,46. \$0.00 \$2.00 \$0.00 \$0.00 \$0.00 \$300 \$2565,148.85 \$48,172.61 \$3,785	SCH LUNCH SCHL LUNCH SCHL LU PAYSCHOOLS SAVINGS CHIN	\$6.844.16 \$101,171.57 \$715 \$2,670.49 \$20.09 \$11 \$9,314.65 \$101,191.86 \$92 \$9.20 \$2.214.89 \$101,181.66	\$9,648.19 \$101,191.86 \$66 \$0.00 \$0.00 \$566.60 \$0.00 \$0.00 \$0.00 \$7	
GENERAL TAX GENERAL MINA GENERAL TAX CHASE OH \$868.20 \$4,573,403.21 \$5,000 \$80.00	GENERAL CHECKING GHASE	CHASE 48.85 \$26,104.73 \$0.00 \$187.246.30 48.85 \$213,351.03 \$0.00 \$184,178.42 48.86 \$49,172.81	\$51,810.51 -\$2,837.90 \$0.00 \$0.00	SCHL LUNCH SAVINGS REAT	\$101,171,57 \$20,09 \$101,191.86 \$0.00 \$101,191.86	\$101,191.88 \$0.00 \$0.00 \$0.00 \$101,191.88	
GENERAL MMA GENERAL TAX GCTC \$4,673,403.21 \$1,271.78 \$0.00 \$1,271.78 \$0.00 \$1,271.78 \$0.00 \$186,124.87 \$4,674,674.89 \$128,986.48 \$128,986.48 \$10.00	GEMERAL GENERAL CHECKING PREMIER CHASE CHASE	### CHASE CHASE ####################################	\$51,810.61 \$3,464,6 \$2,637.90 \$0.00 \$0.00 \$48,172.61 \$3,783,5	SCHL LUNCH CHASE CHASE	\$101,171.67 \$79,671.13 \$20.09 \$13,181.02 \$101,181.86 \$82,882.15 \$0.00 \$29,283.77 \$101,181.86	\$101,191.36 \$55,422.28 \$0.00 \$2.05 \$0.00 \$8179.60 \$0.00 \$7,468.65 \$101,191.66 \$53,568.38	
		CCIQ 10 \$4,673,4 17 \$4,574,6 10 \$4,674,6	\$4,574,8 \$4,574,6	_	\$187,486.86 \$15,881.80 \$203,388.46 -\$29,389.73 \$173,974.73	\$0.00 \$166,282,13 \$1,246 \$7,498.50 \$772,974.83	
GENERA FUND 8,871,366 8,871,366 9,684,817 1,038,287 1,03		66.00 50.00 64.88 64.88		ED CHECKING CCTC	\$186,124.87 \$0.00 \$196,124.87 \$67,128.39 \$128,986.48	\$128,986.48 \$0.00 \$0.00 \$128,896.48	
7 7 5 8 8 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9	GENERAL FUND SIMMABY	SUMMARY \$8,871,380.51 \$813,458.84 \$9,884,817.35 \$1,038,287.25 \$1,038,287.25	\$8,340,097.88 -\$2,637.90 \$0.00 \$309,070.14				

			SCHOLARSHIP CHASE	\$30,272.04 \$54.62 \$30,326.86 \$0.00	\$30,376.68 -\$50,00 \$0,00 \$0.00 \$0.00
			TRUST & AGENCY SUMMARY	\$58,801,04 \$1,237,278.84 \$1,296,079.88 -\$1,284,050.35	\$350,719,16 -\$2,367,33 \$0.00 -\$316,322,31
CAPITAL FUND SUMMARY	\$282,996,84 \$47,42 \$283,047,42 \$48,713,90 \$236,329,38	\$238,329.36 \$0.00 \$0.00 \$0.00 \$0.00	PAYROLL CHASE	\$0.00 \$425,038.02 \$425,038.02 \$425,038.02	\$2,176.85 \$2,382.33 \$0.00 \$218.38
CAP PREMIER CHASE	\$158,769.85 \$31.49 \$158,801.34 \$0.00 \$158,801.34	\$158,801.34 \$0.00 \$0.00 \$0.00 \$168,801.34	SIEBA BANCORP	\$5,932.30 \$2,244.23 \$6,176.63 \$2,244.23 \$3,832.30	\$3,907.30 \$25.00 \$0.00 \$0.00
CAP CHECKING CHASE	\$124,225.88 \$15.83 \$124,241.82 -\$46,713.90 \$77,528.02	\$77,628.02 \$0.00 \$0.00 \$77,528.02	TRUST & AGENCY CHASE	\$64,868.74 \$809,988.58 \$864,887.33 \$836,770.11 \$28,087.22	\$344,636.81 \$0.00 \$0.00 \$316,536.69 \$28,097.22
	BALANCE PRIOR MONTH TOTAL DISBURSEMENTS CURRENT MONTH BALANCE PER BOOKS	BALANCE PER BANK STATEMENT LESS OUTSTANDING CHECKS DEPOSITS IN TRANSIT RECONCILING ITEMS BALANCE IN BANK		BALANCE PRIOR MONTH CURRENT MONTH RECEIPTS TOTAL DISBURSEMENTS CURRENT MONTH BALANCE PER BOOKS	BALANCE PER BANK STATEMENT LESS OUTSTANDING CHECKS DEPOSITS IN TRANSIT RECONCILING ITEMS BALANCE IN BANK

CHANGEMENT STANGER

Claims Auditor Report

Claims Audit For Elmira Heights Check Run Dated - February 2012

							
Fund	# of Invoices	Dollar Amount	Audit Date	Exceptions	Check Numbers	Check Date	Dollar Amount
Gen	25	4,863.96	01/30/12		18798-18813	02/02/12	4,863.96
Gen	45	57,456.08	02/07-02/08/12		18814-18839	02/09/12	57,456.08
Gen	14	1,339.13	020/6-02/07/12		ET	02/09/12	1,339.13
Gen	21	8,854.46	02/13-2/15/12	Α	18840-18855	02/15/13	8,854.46
Gen	8	10,362.66	02/21/12		18856-18861	02/23/12	10,362.66
General Fu	nd Total:	82,876.29					82,876.29
Sch	41	13,997.77	02/01/12		3609-3626	02/02/12	13,997.77
Sch	2	144.73	02/06/12		3627-3628	02/09/12	144.73
School Lun	ch Total:	14,142.50					14,142.50
Fed	1	71.92	02/01/12		3716	02/02/12	71.92
Fed	2	442.37	02/07-02/08/12		3717-3718	02/09/12	442.37
Federal Fun	d Total:	514.29					514.29
Сар	1	36,861.40	02/01/12		1867	02/02/12	36,861.40
Сар	2	42,519.33	02/07/12		1868	02/09/12	42,519.33
Сар	1	36,861.40	02/22/12		1869	02/15/12	36,861.40
Сар	2	4,194.57	02/21/12		1870	02/23/12	4,194.57
Capital Fund	Total:	120,436.70					120,436.70
Γ/A	3	197,137.00	02/01/12		13592	02/02/12	197,137.00
Г/А	2	327.50	02/07/12		13593	02/09/12	327.50
r/A	1	825.31	02/15/12		13602	02/15/12	825.31
rust & Ager	ncy Total	198,289.81					198,289.81
otal All Fun	ds:	416,259.59					416,259.59

TOTAL All Funds:	416,259.59			416,259.59
To the District Tressurer:				
I hereby certify that the	claims encompassing the warrant	noted above have been aud	ilted in the total amount of	\$ 416,259.59
You are body suitoute	ed and dipacted to pay the claima	nte the emount allowed and	shame to the amount of	
1 <i>V</i>	. ///	•	araiga to tila proper luna.	
Claime Auditor	Devjame	<u>n</u>	_	

Claims Audit Exception Report

Claims Audit Exception Report for Elmira Heights Check Run Dated - February 2012

	T		Т	T	T	$\overline{}$		1	T	1
Resolution	Died in the state of the state									
Issue with Purchase or Cause for Exception/Comment	Confiming PO									
Items/Services Purchased	Workstation Performance Service Confirming PO									
Vendor	Daily Automation Systems inc									
Amount	\$705.00						_			
invoice Date	12/30/11						1123			
PO Date	2/10/12									
8	12-00674						11	***************************************		vive-v manuspy
Check Date	2/15/12									
Exception Reference	<	=								

ELMIRA HEIGHTS CENTRAL SCH TREASURER'S MONTHLY REPO		
EXTRA CLASSROOM	2/29/2012	
CHECKING ACCOUNT	DATE	
Total Available Balance		\$89,988.88
Deposits for Month:		
Cash Receipts		\$5,873.26
Other- Transfer from Savin	gs, Void Checks	\$170.00
Total Receipts		\$96,032.14
Disbursements made during the mo By check	nth:	
From check #6031 to che	ck #6 056	\$4,818.10
Other- Wire transfers/withdr	awai, NSF checks	\$0.00
Cash shown by records		\$91,214.04
Reconciliation with Bank Statements		
Balance as shown on bank statemer	nt @ end of month	\$96,22 9.73
Add: Deposits in Transit		\$0.00
Less: Outstanding checks		\$5,015.69
Reconciling Item		\$0.00
Net balance in bank		\$91,214.04
otal available balance		\$91,214.04

Reviewed by Lesa Bussmann

larch 09, 2012 0:04:22 am

Page 1

Outstanding Check Listing

Bank Account: OT Checking - OT Checking HSBC

heck	Check						i		
rmper	Date	Remit To	Warrant Fund Decoded	France	Decoded		Check	Check	
06016	01/17/2012	MONKSINANCY	7000	2	lo lo	Statement Date	Amount	Number	-
06029*	01/31/2012	TERPS ENTERPRISES INC.		 5 &	2 -		\$27.15	006016	I
06030	01/31/2012	WOON HE		5 (9		\$1,785.00	006029	
06034	02/08/2042			_ _	9		\$77.32	006030	
10004	27/00/2012	のよう	_	<u>Б</u>	9		945000		
26033*	02/08/2012	PEPSI COLA			-		\$150.00	006031	
36036*	02/22/2012	CORNISHMALE		5	2 4		\$312.53	006033	
36038*	02/23/2012	CORNISHINY		 -			\$150.00	008036	
06039	02/23/2012	CORNISHIKY		5 8	Q ,		\$150.00	006038	
38040	02/23/2012	ELOWERS BY CHRISTOBUED'S INC	212	- i	<u>Q</u> .		\$50.00	006039	
36041	02/23/2012	ITALIAN AMERICAN VETEDANS CLIE			g .		\$69.50	006040	
36042	02/23/2012	SAM'S CHUR DIRECT			0		\$270.00	006041	
36043	02/23/2012	SAMPS CLUB DIDECT			9		\$61.46	006042	
J6046*	DD2D42			_	9		\$171.69	006043	
Jenue.	02/23/2012	ZAHOKIANISUSAN			9		\$511.41	ODGOAE	
0400	2102/82/20	CICORALORI			9		957.00	2000	
26047	02/29/2012	GEROW'S DAIRY			· .		90.70	000046	
36048	02/29/2012	GREEK PEAK SKI PATROL		-	2 2		\$30.85	006047	
36049	02/29/2012	KLEEICHRISTINE		_	2 0		\$100.00	006048	
09090	02/29/2012	LUTZWELISSA & ANDY			2 4		\$30.00	006049	
)6051	02/29/2012	LITZMEISSA & ANDV			<u> </u>		\$78.72	008020	
36052	02/29/2012	PIZZA DICKLID ANTHONY CODEADO			0		\$100.00	006051	
26053	02/29/2012	SAMPS CLUB DIDECT		5 6	9		\$220.00	006052	
36054	02/20/2012	SAME OF US DIRECT			9		\$52.42	006053	
MAGE	02/20/12		-	10	•		\$459.25	006054	
No Section	02/29/2012	VANHOU! EN LAURA & RICHARD		7	0		\$38.00	006055	
0000	210282720	ZAHOHIANISUSAN		5	Q		\$37.39	006056	
ubtotal for Bank	Account: OT Checkir	ubtotal for Bank Account: OT Checking - OT Checking HSBC				Grand Total	\$5,015.69		
							89.0LD.0¢		

\$5,015.69 \$5,015.69 **Grand Total** \$

Selection Criteria

Bank Account: OT Checking Check date is thru 02/29/2012 Checks Cleared/Voided Thru: 02/29/2012 Sort by: Check Number Printed by Kelly Bucktey (OT Fund)

March 09, 2012 10:04:56 am

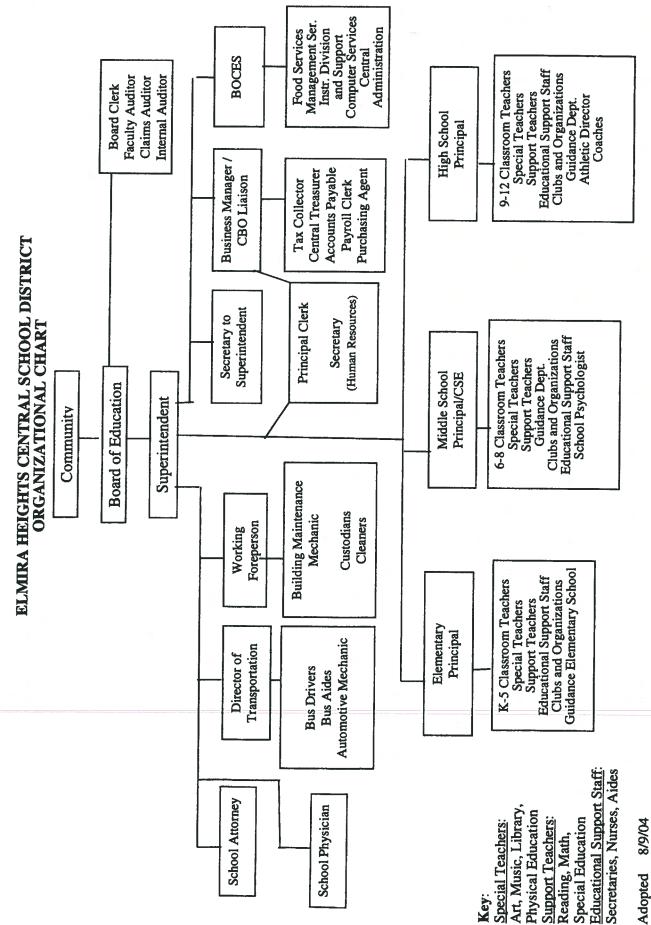
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

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Go.

OTHER FUND Trial Balance for Fiscal Year 2012 Cycle 08 Post Dates From 07/01/2011 To 02/29/2012

G/L Account	Description		·	Debits	Credita
		Assets			
200.00	Cash			91,214.04	
200.01	Cash - Stu Council Savings			14,569.76	
		Liabilities and Fun	d Balance		
203.00	Sales Tax Holding Account				2,996.81
800.09	Class of 2009				1,797.62
800.10	Class of 2010				5,177.02
B00.11	Class of 2011				8,243.22
800.12	Class of 2012				14,381.52
B00.13	Class of 2013				14,273.32
300.14	Class of 2014				3,744.03
300.15	Class of 2015				6,089.71
301.00	TAE Band				4,688,86
301.02	Key Club				1,875.23
01.03	Ski Club				6,695.81
01.04	TAE Student Council				374.86
01.07	TAE Yearbook Fund				8,190.00
01.08	Medieval Festival Club				1,755.98
01.09	TAE Art Club				100.00
02.00	Student Council Savings				14,569,76
03.00	8th Grade Class				1,935.95
03.01	Middle School Store				611.73
03.02	Middle School Build'rs				1,061.66
03.03	Middle School Yearbook				2,075.08
03.05	Middle School Student Council				2,243.70
03.06	7th Grade Class			X	2,901.93
		Grand Totals		105,783.80	105,783.80



Adopted 8/9/04 Revised 05/22/06 Revised 11/09/09

Revised 04/28/10 Revised 04/02/12

Individuals with Disabilities Act - Section 611 and Section 619 Cerebral Palsy and Handicapped Children's Association of Chemung County

THIS AGREEMENT made between the Elmira Heights Central School District (hereinafter referred to as the "DISTRICT"), a municipal corporation of the State of New York, having its principal, office at 2083 College Avenue, Elmira Heights, New York, 14903.

AND

Cerebral Palsy and Handicapped Children's Association of Chemung County (hereinafter referred to as the "PROVIDER"), having its principal offices at 1118 Charles Street, Elmira, New York, 14902.

WITNESSETH

WHEREAS the parties hereto desire to make available to the DISTRICT the services as authorized by applicable laws of the State of New York; and as outlined in <u>ATTACHMENT</u> A, and

WHEREAS the PROVIDER is qualified to provide and is willing and authorized to furnish Such services to the DISTRICT, and

WHEREAS the DISTRICT desires to contract with the PROVIDER for the furnishing of such services as aforesaid, and the said PROVIDER has agreed to render and furnish such services to the DISTRICT to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the DISTRICT wishes to make these services available to those persons eligible under applicable regulations,

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective September 1, 2011 and shall terminate on August 31, 2012.

2. **BUDGET AND TOTAL AMOUNT OF AGREEMENT**

The PROVIDER agrees that the budget attached hereto and made part hereof as <u>ATTACHMENT</u> <u>B</u>, accurately lists any personnel and/or other costs for services to the DISTRICT to be rendered By the PROVIDER under this Agreement.

The total budgeted for this Agreement shall not exceed the sum of:

Three Thousand Three Hundred Eighteen (\$3,318) for Section 611. One Thousand Eleven (\$1,011) for Section 619.

The DISTRICT will provide payment to the PROVIDER as described in <u>ATTACHMENT D</u>, attached hereto and made a part hereof.

3. RELATIONSHIP AS INDEPENDENT PROVIDER

The relationship of the PROVIDER to the DISTRICT shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the DISTRICT by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the DISTRICT, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

4. ASSIGNMENTS

The PROVIDER shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the DISTRICT which consent shall not be unreasonably withheld.

5. COMPLIANCE WITH APPLICABLE LAWS

The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and agrees not to knowingly violate any Federal, State or Local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law as they are known and shall cooperate with the DISTRICT as may be required so that the DISTRICT shall be able to fulfill its function and responsibilities applicable to the County, State, Federal and Local requirements pertaining thereto.

6. NEW FEDERAL OR STATE REQUIREMENTS

In the event that Federal or State Agencies issue new or revised requirements to the DISTRICT pertaining to services rendered in the performance of the Agreement, then the DISTRICT shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall then have a reasonable amount of time to comply with said requirements.

7. RECORDS RETENTION

The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the DISTRICT shall have full access and the right to examine any of said materials during said reporting period.

8. **CONFIDENTIALITY**

The PROVIDER and the DISTRICT shall observe and require the observance of applicable District, Federal and State requirements relating to the confidentiality of records and information.

9. **GRIEVANCES/FAIR HEARINGS**

The PROVIDER shall establish a system through which recipients may present grievances about the operation of the service system. The PROVIDER will advise all recipients of this right and will also advise applicants and recipients of their right to appeal.

10. **FEES**

The PROVIDER will retain all fees collected from eligible individuals or other entities required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees collected. The collection of such fees is solely the responsibility of the PROVIDER,

It is further understood and agreed that in the event that the actual fees or contributions collected by the PROVIDER exceed the estimated amount as stated in the attached budget, that such fees may, with the mutual written consent of the parties hereto, be used to expand the services provided by the PROVIDER and to increase the amount of gross expenditures by amending this budget with the approval of the DISTRICT and the appropriate State Agency.

11. SANCTIONS/NON-REIMBURSEMENT

If the appropriate State Agency shall sanction and/or fail to approve full reimbursement to the DISTRICT for payments made hereunder by the DISTRICT to the PROVIDER (including sanctions) for expenditures made during the term of this Agreement, then the DISTRICT may deduct and withhold from any payment due the PROVIDER an amount equal to the reimbursement denied by the appropriate State Agency, and the DISTRICT'S obligation hereunder shall be reduced by such amounts. This shall apply to sanctions or disapprovals due to error, actions or omissions of the PROVIDER only. In the event the state reimbursement is withheld due to a DISTRICT error, actions or omissions, the PROVIDER shall not be penalized.

12. FISCAL AND STATISTICAL REPORTS - NOT APPLICABLE

The PROVIDER agrees to make fiscal and program statistical reports at times prescribed and in a format prescribed by the DISTRICT. Upon expiration or termination of this Agreement, the PROVIDER shall submit to the DISTRICT a final expenditure report delineating the manner in which the PROVIDER expended the DISTRICT'S funds which PROVIDER received under this Agreement. The District Treasurer shall pay the funds appropriated by the DISTRICT for said project and the District Treasurer is hereby authorized by this Agreement to pay such funds in the sum as stated in paragraph two upon authorization of the DISTRICT which shall request payment in the manner required for this project.

13. **DOCUMENTATION**

The PROVIDER agrees to document and maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with generally accepted accounting principles) and the PROVIDER shall turn over, upon demand by the DISTRICT, all such documentation to the DISTRICT.

14. CASE RECORDS AND REPORTING REQUIREMENTS

- A. The PROVIDER shall maintain individual case records as approved for each participant and other program statistical records as may be required by the DISTRICT and the relevant State agency. All case records, summaries, statistics and other records and reports shall be maintained or submitted in a manner satisfactory to the DISTRICT and/or the relevant state department or agency. The individual case records for each participant shall be kept and maintained in a confidential manner, regulations or guidelines of the Federal, State or local government and its agencies.
- B. Concurrently with its execution of this Agreement, the PROVIDER shall submit to the DISTRICT a budget describing the services the DISTRICT is purchasing from the PROVIDER pertaining to the education of students with disabilities 3-21 at PROVIDER'S facilities.
- C. The PROVIDER shall submit to the DISTRICT'S Supervisor of Special Education quarterly written reports containing programmatic and fiscal information pertaining to the services rendered in accordance with this Agreement.
- D. The DISTRICT shall develop, in cooperation with PROVIDER, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements. The DISTRICT and the PROVIDER shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this Agreement.
- E. These records shall be subject at all reasonable times for inspection, review or audit by DISTRICT and State and/or Federal personnel or their authorized representatives. The PROVIDER agrees that it shall make available for audit and inspection by the DISTRICT or designated agent, all financial and program records and cooperate with the review or audit entity.
- F. Designated representatives of the DISTRICT and authorized State agencies shall have access to persons eligible for the services herein and to the record of persons for the purposes of the proper discharge of its responsibilities under this agreement.

15. ANNUAL AUDIT

A. The PROVIDER shall submit to the DISTRICT its annual audit and, if the PROVIDER has a fiscal year other than January I through December 31, the PROVIDER will submit a supplemental fiscal report which provides an exclusive accounting of DISTRICT funding for the calendar year January 1 through December 31.

16. <u>INSPECTION OF BOOKS AND RECORDS</u>

The PROVIDER agrees to maintain program records required by the DISTRICT and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural assurances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the DISTRICT.

17. CLAIMS, PAYMENTS AND AUDITS

The PROVIDER agrees that all claims submitted for reimbursement to the DISTRICT shall be true and correct and that reimbursement by the DISTRICT does not duplicate reimbursement received by the PROVIDER from any other sources.

18. **INSURANCE**

The PROVIDER agrees to procure and maintain insurance at its own expense and without direct expense to the District. Insurance of the kinds and in the amounts hereinafter specified in and attached hereto at Attachment C.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER hereby agrees to effectuate the naming of the DISTRICT as an unrestricted additional insured on the PROVIDER'S insurance policies, with the exception of Workers' Compensation.

Said insurance policy shall be secured with an A.M. Best Rated secured New York State admitted insurer; provide for 30 day cancellation notice, and state that the PROVIDER'S coverage shall be primary coverage for the DISTRICT.

PROVIDER agrees to indemnify the DISTRICT for any applicable deductibles.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the DISTRICT. PROVIDER is to furnish the DISTRICT with a certificate of insurance evidencing the above requirements have been met prior to the commencement of work or use of facilities.

19. HOLD HARMLESS INDEMNIFICATION

The PROVIDER agrees to defend, indemnify and hold harmless the DISTRICT, its officers and agents, against all liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER, its agents, officers or employees, in performing the work under this Agreement.

20. **NEPOTISM/CONFLICT OF INTEREST**

The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the DISTRICT.

21. **TERMINATION**

Each party shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the other party.

- A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, DISTRICT, Federal or State requirements for the provision of services or with the provisions of the Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the DISTRICT may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.
- B. The DISTRICT shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the DISTRICT shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER'S compliance with, the terms and conditions herein, subject to any adjustments the DISTRICT may have.
- C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER, agrees to:
 - (1) Account for and refund to the DISTRICT, within thirty (30) days, any unexpended funds which may have been paid to the PROVIDER pursuant to this Agreement.
 - (2) Not incur any further obligations pursuant to this Agreement beyond the termination date.
 - (3) Submit, within thirty (30) days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

22. NON-DISCRIMINATION

- A. The PROVIDER and DISTRICT agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and DISTRICT shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.
- B. FOR CONTRACTS RECEIVING STATE FUNDING: The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incident. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative finds imposed.

23. FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

24. EXECUTORY BASED ON AVAILABILITY OF MONIES

This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract and monies are available only to the extent that this grant is funded by the State of New York.

25. COOPERATION

The PROVIDER and the DISTRICT recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of the Agreement.

26. **SECTARIAN PURPOSES**

The PROVIDER agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion. This paragraph does not in any way limit expenditure of funds due to PROVIDER'S employees through this Agreement which become part of the employees' personal spending money.

27. LOBBYING

The PROVIDER/Contractor will not spend Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of Congress, a member of Congress, an employee of a member of Congress, or an officer or employee of any Federal agency in connection with any of the following Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Furthermore, if the PROVIDER/Contractor spends any non-federal funds for these purposes, PROVIDER/Contractor will make and file any disclosures required by State or Federal Law.

28. **GENERAL PROVISIONS**

A. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

B.	If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.
C.	The paragraph headings in the Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written:

		ELMIRA HEIG Federal ID #16		L SC	HOO	L DISTRICT
DATE:		BY:	l. Blish, Board	Presid	dent	
		CEREBRAL CHILDREN'S COUNTY Federal ID#	PALSY A ASSOCIATION	ND ON	HAI OF	NDICAPPED CHEMUNG
		BY:	Mark S. Peters	<u> </u>		
		Title: Executive	e Director			
Attachment A Attachment B	Services to be Provided Budget					

Attachment C = Insurance Requirements
Attachment D = Payment Schedule

ATTACHMENT A Services to be Provided

Services:

Special education services provided under contract with the Elmira Heights School District for the 2010-2011 school year will be consistent with and in compliance with the IDEA (Individuals with Disabilities Act) Section 611 and Section 619, Part B requirements.

\$3,318 for Section 611, Part B at \$1,659 per student for two (2) students.

\$1,011 for Section 619, Part B at \$505 per student for two (2) students.

ATTACHMENT B Budget

Services will be provided to the Elmira Heights School District in accordance with file budgetary detail below:

PROGRAM:	DISTRICT:	STUDENTS:
Federal Part B, §611, IDEA Flow-Through Allocation	Elmira Heights Central School District 2083 College Avenue Elmira Heights, NY 14903	Section 611 \$1,659/Student 2 Students
		Total: \$3,318
Federal Part B, §619, IDEA Flow-Through Allocation	Elmira Heights Central School District 2083 College Avenue Elmira, NY 14905	Section 619 \$505/Student 2 Students
		Total: \$1,011

ATTACHMENT C Certificate of Insurance Requirements

In satisfaction of the insurance requirements of this Agreement, PROVIDER is required to procure and maintain comprehensive general and automobile liability insurance in the sum of **ONE MILLION DOLLARS (\$1,000,000.00)**.

PROVIDER is further required to provide a copy of proof of said coverage in a Certificate of Insurance naming the DISTRICT as an additional insured. The Certificate of Insurance must include the term of this Agreement or PROVIDER shall, on or before thirty (30) days of the expiration date of the above insurance, provide the DISTRICT with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the PROVIDER or by subcontractors.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the DISTRICT and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Certificate attached hereto.

ATTACHMENT D Payment Schedule

The DISTRICT shall pay vendor funding to the PROVIDER under §4410-b of the Education Law in an amount equal to their proportional share of federal funds allocated to the DISTRICT based on the number of students with disabilities who were served by PROVIDERS ON December 1, 2010, as if the DISTRICT had received the section 611 funds and/or section 619 funds on September 1, 2011. Payment of funding to PROVIDERS with IDEA, PART B federal funds or local district funds shall begin within 30 calendar days of September 1, 2011, that is, by October 1, 2011.