



Needham Risk Management Resource Group, LLC

Competence • Ethics • Integrity • Results

CONSULTING AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July 2016 between Cohoes City School District, having an address at 7 Bevan Street, Cohoes, NY 12047 ("Client") and the Needham Risk Management Resource Group, LLC, having an address at 573 Columbia Turnpike, Suite 3, East Greenbush, NY 12061 ("Needham Risk Management") or ("Consultant").

WITNESSETH:

WHEREAS, Client wishes to obtain the services of Consultant to assist it in connection with the maintenance of the risk management/health and safety programs at Client's facilities; and

WHEREAS, Consultant is qualified, ready, willing and able to provide such services;

NOW, THEREFORE, it is agreed as follows:

1. **Retention of Consultant.** Effective as of July 1, 2016, Client agrees to retain Consultant, and Consultant agrees to serve, as an independent consultant to Client upon the terms and conditions set forth herein and found in Appendix A (*General Terms and Conditions*). The Consultant shall at all times during this Agreement possess and maintain any licenses or certifications necessary to perform the services required by the Agreement.

2. **Services.** At the request of Client, Consultant shall be reasonably available and provide services to Client and its affiliates consistent with Consultant's qualifications and abilities. It is agreed that Consultant shall cause such services to be performed.

3. **Fees.** Client shall pay Consultant at the rate of \$110 per hour, for time actually spent by Consultant rendering services under this Agreement as requested by Client. A different rate of pay may be specified by individual written proposal. Services included in this hourly rate are:

Risk Management Services

A. Health and Safety Training

Training that the district may choose to conduct includes but is not limited to: Right-to-Know, Bloodborne Pathogens, Lockout/Tagout, Fire Safety, Chemical Hygiene, Asbestos 2-Hour Awareness, Personal Protective Equipment, Custodial/Maintenance Safety and Health, Emergency Response, Driver Drug and Alcohol.

573 Columbia Turnpike, Suite 3
East Greenbush, NY 12061
Telephone: (518) 860-1758 Fax: (518) 860-1759
Email: team@theneedhamgroup.com
www.theneedhamgroup.com

**Needham Risk Management
Cohoes CSD 2016-17 Consulting Agreement**

- B. **Safety and Health Programming:**
These services can include review and update of compliance programs (e.g. Hazard Communication, Exposure Control Plan, AED Policy,); Representation during Department of Labor PESH inspections; Assistance during emergencies; Facilities audits; SAVE/Emergency Plan Development; Tabletop Exercises.
- C. **Chemical Hygiene:**
Program review; Lab safety consultation; Product review; Disposal recommendations/coordination.
- D. **Indoor Air Quality:**
Review and investigation of indoor air quality issues. (Laboratory services for sampling and analysis are subject to the rates charged by the individual lab.)

In addition, the district may choose to participate in the following services at the following rates. These services are in addition to the fees outlines in Paragraph 1, Section 3 of the consulting agreement.

A. **Fire Code Inspections/Annual Visual Inspections:**

Costs for these services are based on the size of the building inspected. Rates are:

Building Size	Price
0-8,000 sq./ft	\$100
8,000-25,000 sq./ft	\$220
25,000-50,000 sq./ft	\$300
50,000 plus	\$450

B. **Fire Code Consultations and Follow-Up:**

\$75 per hour, portal-to-portal. This rate would be used to conduct inspections of alterations or other inspections outside of the annual fire code inspection process.

C. **First Aid/CPR/AED Training:**

Pricing available upon request; Pricing dependent upon services provided and number of attendees.

4. **Expenses.** Client shall reimburse Consultant, upon presentation of appropriate supporting documentation, reasonable out-of pocket costs incurred in the performance of his duties. Air travel shall be reimbursed on a coach fare basis. Equipment rental, reproduction costs, laboratory analysis, etc. shall be invoiced to Client for actual cost plus 20%. Shipping costs shall be invoices to Client at actual cost.

5. **Payments; Invoicing.** Consultant shall submit an invoice to Client for amount described in Section 2 above, plus any expense charges as described in Section 4 above, and Client shall pay such amounts within 30 days of receipt of the invoice.

6. **Relationship.** Consultant is retained hereunder only for the purpose and to the extent set forth in this Agreement, and his relationship to Client is that of an independent contractor and not an employee. Consultant shall be responsible for all applicable taxes, withholding and other payments, workers compensation and other insurance, and filings arising out of services performed hereunder.

7. **Benefits.** By reason of this Agreement, Consultant shall not acquire any rights under any pension, stock options, group insurance, incentive compensation or any other employee benefit plans of Client.

8. **Termination.** At any time this Agreement may be terminated by either party giving the other at least thirty (30) days prior notice of such termination. No termination hereunder shall serve to relieve Client of any obligations to pay such fees or reimbursements as may have accrued prior to such termination. The Agreement will automatically terminate on 30th June 2017 if no such prior termination has taken place.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of Client's successors and assigns, and shall not be assignable by Consultant.

10. **Modifications: Governing Law.** This Agreement may not be modified unless in writing signed by the party against whom the same is sought to be enforced. This Agreement shall be construed and given effect according to the laws of the State of New York. Any action commenced by either party shall be commenced in a court of competent jurisdiction in the County of Albany.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BY: _____	May 24, 2016
Michael Needham	_____
Principal	Date
AND: _____	_____
Authorizing Client Name	Date

Signature	

Needham Risk Management Resource Group, LLC
General Terms and Conditions – Appendix A

1. Payment: Client will pay Needham Risk Management Resource Group, LLC (Needham Risk Management) for Services and expenses in accordance with the Contact Document. Needham Risk Management will submit invoices to Client monthly together with reasonable supporting documentation requested by Client and a final bill upon completion of its Services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. Past due amounts are subject to an interest charge on the outstanding balance of either one and one-half percent (1 1/2%) per month or the maximum rate permitted by law. Client agrees to pay Needham Risk Management's attorney's fees, interest, and all other costs incurred in collecting past due amounts.

2. Obligations of Client: Client warrants that all information provided to Needham Risk Management is complete and accurate to the best of Client's knowledge. Client agrees to advise Needham Risk Management, prior to beginning work, and during the work, of any hazardous conditions on or near the site known to Client. Client understands that Needham Risk Management is relying upon the completeness and accuracy of information supplied to it by Client and Needham Risk Management will not independently verify such information unless otherwise provided for in the Contract Document. Client shall be solely responsible for and shall indemnify and hold harmless Needham Risk Management for any costs, expenses or damages incurred by Needham Risk Management due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold Needham Risk Management liable if Needham Risk Management's recommendations are not followed and waives any claim against Needham Risk Management, and agrees to defend, indemnify and hold Needham Risk Management harmless from any claim or liability for injury or loss that results from failure to implement Needham Risk Management's recommendations.

3. Standard of Care: Needham Risk Management's Services as defined by the Contact Document shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give Needham Risk Management written notice within one (1) year of any breach or default under this section and to provide Needham Risk Management a reasonable opportunity to cure such breach or default, without the payment of additional fees to Needham Risk Management, as a condition precedent to any claim for damages.

4. Limitation of Method Reliability: The Client recognizes and agrees that all testing and remediation methods have reliability limitations, no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors including cost, have been considered in the Client's selection of Services. Needham Risk Management's observations only represent conditions observed at the time of the site visit. Needham Risk Management is not responsible for changes that may occur to the site after Needham Risk Management completes the work.

5. Interpretation of Data: Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Needham Risk Management and that the data interpretations and recommendations of Needham Risk Management's personnel are based solely on the information available to them. Needham Risk Management will be responsible for its data, interpretations and recommendations, but shall not be responsible for the interpretation by others or the information developed.

6. Third Party Information: Needham Risk Management is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the site. Needham Risk Management shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

7. Site Access: Client grants or shall obtain for Needham Risk Management a right of entry to all parts of the project site necessary to complete the Services and it represents that it has obtained the applicable permits and licenses for the proposed work. If Client does not own the site, Client represents that it has or will obtain prior to the commencement of work, the authority and permission of the owner and/or the occupant of the site. Client acknowledges that due to the nature of the work, unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the site, Client agrees to indemnify and defend Needham Risk Management against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Contract Document, Needham Risk Management is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to Needham Risk Management during Needham Risk Management's performance of the Services. Needham Risk Management is not responsible for unforeseen conditions that exist on site within building systems that prohibit or deter Needham Risk Management from gaining access to building materials, systems, and/or components.

8. Site Control: Needham Risk Management's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by Needham Risk Management's employees does not mean that Needham Risk Management is observing or verifying all site work or placement of all materials. Client agrees that Needham Risk Management will only make on-site observations appropriate to the field services provided by Needham Risk Management and will not relieve others of their responsibilities to perform the work.

9. Test and Sampling Locations: Unless otherwise specified in the Contract Document, the accuracy of test or sample locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the site. Sample locations may also be indicated on the diagram. Needham Risk Management reserves the right to deviate a reasonable distance from the boring and sample locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied.

10. Samples and Equipment: Needham Risk Management will not retain any samples obtained from the project site for more than 30 days, or as required by law, after submitting its report or issuing written tests results. At no time does Needham Risk Management assume title to any samples; all samples shall remain the property of the Client.

All laboratory and field equipment contaminated during Needham Risk Management's Services which cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Contract Document.

11. Engineering and Construction Services: If the Services provided in the Contract Document only require construction materials testing, engineering and/or construction subsurface exploration, Needham Risk Management assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the site. Needham Risk Management's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Contract Document.

Unless otherwise specified in the Contract Document, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of Needham Risk Management's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated.

12. Opinions of Costs: Needham Risk Management will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Needham Risk Management.

13. Safety: Needham Risk Management shall not, unless otherwise specified in the Contract Document, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the site.

14. Utilities: Unless otherwise specified in the Contract Document, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions. Client shall indemnify, defend and hold harmless Needham Risk Management from and against any claims, losses or damages incurred or asserted against Needham Risk Management related to Client's failure to mark, protect or advise Needham Risk Management of underground structure or utilities.

15. Roof Cuts: Unless otherwise specified in the Contract Document, if roof cuts/samples are required by the Services in the Contract Document, it is the responsibility of the Client to make the appropriate repairs to these roof cuts. If a roofing contractor or maintenance personnel selected by the Client is not on the roof to make repairs at the time samples are obtained, Needham Risk Management may make temporary repairs, which may result in additional charges. Needham Risk Management personnel are not certified in roofing repair therefore Needham Risk Management under no circumstances shall be responsible for any water damage to the roofing system, building or its contents resulting from Needham Risk Management's temporary repairs.

16. Hazardous Conditions or Substances: The Client acknowledges that Needham Risk Management has neither created or contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent, or otherwise dangerous conditions at the site. All site generated hazardous and non-hazardous waste, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings, and used disposable protective gear and equipment, are the property of the Client.

17. Right to Stop Work: If, during the performance of Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in Needham Risk Management's reasonable judgment significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, Needham Risk Management may immediately suspend work.

18. Indemnification: Needham Risk Management shall indemnify and hold harmless Client, its employees, officers, directors, subsidiaries, and agents against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of Needham Risk Management or its subcontractors in connection with all activities conducted in the performance Services under this Agreement. The client shall indemnify and hold harmless Needham Risk Management its employees, officers, directors, subsidiaries, and agents from and against claims, demands, and lawsuits, including reasonable attorney's fees, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with all activities conducted in the performance of Services under this Agreement.

19. Limit of Liability: Needham Risk Management's total liability for the Services shall not exceed the proceeds from insurance or two times Needham Risk Management's fees for Services whichever is less. Client agrees that all indemnifications granted to Needham Risk Management shall also be extended to those subcontractors, individuals, or organizations retained by Needham Risk Management for performance of the Services.

20. Consequential Damages: In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether Needham Risk Management shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

21. Client Indemnity: Client waives to the maximum extent permitted by law, its rights and agrees to indemnify and hold harmless, Needham Risk Management its employees, officers, directors, subsidiaries, and agents against any and all claims for injury or loss sustained by any party, including the United States, from such exposures or from the presence of any such hazardous substance, constituent, or condition at the site.

Client further agrees to pay on Needham Risk Management's behalf any judgment resulting against Needham Risk Management, including any interest from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents. This indemnity includes but is not limited to the following:

a) Needham Risk Management acting as Client's agent, when required or requested as part of the Contract Document to sign any hazardous waste manifest or other document related in any way to the indemnification, handling, storage, disposal or other matter involving hazardous materials associated with this project, or when required or requested to make arrangements for proper transportation and disposal of waste.

b) Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents.

c) Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; including contaminated samples and equipment, toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of the Services.

d) Allegations that Needham Risk Management is handler, generator, operator, treater or storer, transporter or disposer under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulations or law.

e) A third party brings suit or claim for damages against Needham Risk Management alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the Services provided under this Contract Document.

f) Any claim or liability for injury or loss as a result of cross-contamination caused by drilling and/or sampling.

22. Warranty: Needham Risk Management is not a manufacturer. If any equipment is used or purchased by Needham Risk Management for a project the manufacturer's warranties if any on the equipment are solely those of the manufacturer. Needham Risk Management makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by Needham Risk Management to Client.

23. Documents: Project-specific documents and data produced by Needham Risk Management under this Agreement shall, upon receipt of final payment, become the property of Client. Needham Risk Management shall have the right but not the obligation to retain copies of all such materials.

24. Reliance: Documents and data produced by Needham Risk Management are not intended or represented by Needham Risk Management to be suitable for use or reliance beyond the scope or purposes they were originally prepared for or for anyone except Client. Any such unauthorized use will be at the Client or third party's sole risk.

25. Claims: Client agrees to pay Needham Risk Management's costs (including reasonable attorney's fees) for defending Needham Risk Management against any claims that a third party or a regulatory agency asserts against Needham Risk Management related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in reports supplied to Client by Needham Risk Management. Client agrees to pay Needham Risk Management's cost (including reasonable attorney's fees) for defending Needham Risk Management against any claims Client makes related to the Services that are not adjudicated to be valid.

26. Subpoenas: The Client is responsible for payment of time charges and expenses resulting from Needham Risk Management's response to subpoenas issued by any party, involving any legal or administrative proceeding in which Needham Risk Management is not named as a party, in connection with work performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. Needham Risk Management shall not object on Client's behalf to any subpoenas, but will make reasonable efforts to cooperate with Client if Client chooses to object.

27. Termination of Contract: This contract may be terminated by either party upon seven (7) days written notice unless otherwise specified in the Consulting Agreement and/or Proposal Acceptance Form signed by both parties. In the event of termination or suspension, by the Client, Needham Risk Management shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

28. Assignment: Neither the Client nor Needham Risk Management may assign, or transfer its benefits, rights, duties or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

29. Force Majeure: Neither Client nor Needham Risk Management shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations or ordinances.

30. General Provisions: The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Contract shall not be affected. This Agreement represents the entire understanding between the parties relating to the described Services and supersedes any and all prior Agreements whether written or oral.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and country of the project site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

Needham Risk Management is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

**RESOLUTION
OF COHOES CITY SCHOOL DISTRICT
RELATING TO PARTICIPATION IN THE
NEW YORK STATE PUBLIC SCHOOLS STATEWIDE
WORKERS' COMPENSATION TRUST**

WHEREAS, the Cohoes City School District is a member of the New York State Public Schools Statewide Workers' Compensation Trust, an intermunicipal cooperative organized and operated pursuant to Section 119-o of the General Municipal Law (hereinafter the "Plan"); and

WHEREAS, the Cohoes City School District will continue to participate in the Plan for the 2016-2017 fiscal year;

NOW, THEREFORE, BE IT

RESOLVED, that New York State Public Schools Statewide Workers' Compensation Trust be and hereby is designated to represent the Cohoes School District as a member of the Plan; and to attend and vote at any meeting of the Members of the Plan.

A motion was made by _____ and seconded by _____ to adopt the above Resolution by the Board of Education of the Cohoes City School District at a meeting of the Board that was held on July 6, 2016.

District Clerk

Dated: July 6, 2016

(SEAL)

President, Board of Education

Dated: July 6, 2016

SCHOOL DISTRICT OFFICER AND EMPLOYEE CODE OF ETHICS

The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any officer or employee may call into question the integrity of the management or operation of the school district. The Board recognizes that sound, ethical standards of conduct serve to increase the effectiveness of district officers and staff as educators and public employees in the community. Adherence to a Code of Ethics promotes public confidence in the schools and furthers the attainment of district goals.

The Board also recognizes its obligation to adopt a Code of Ethics setting forth the standards of conduct required of all district officers and employees under the provisions of the General Municipal Law. Therefore, every officer and employee of the district, whether paid or unpaid, shall adhere to the following Code of Ethics:

1. Gifts. An officer or employee shall not directly or indirectly solicit any gift or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her in the performance of his/ her official duties or was intended as a reward for any official action on his/ her part. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they were given.
 2. Confidential Information. An officer or employee shall not disclose confidential information acquired by him/her in the course of his/her official duties or use such information to further his/ her personal interest.
 3. Representation Before the Board or District. An officer or employee shall not receive or enter into any agreement, expressed or implied, of compensation for services to be rendered in relation to any matter before the school district.
 4. Disclosure of Interest in Matters Before the Board. A member of the Board of Education and any officer or employee of the district, whether paid or unpaid, must publicly disclose the nature and extent of any interest they or their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the school district (including oral agreements) to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.
 5. Investments in Conflict with Official Duties. An officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his/her official duties.
 6. Private Employment. An officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his/her official duties.
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7. Future Employment. An officer or employee shall not, after the termination of service or employment with the district, appear before the Board in relation to any action, proceeding or application in which he/she personally participated during the period of his/her service or employment or that was under his/her active consideration.

DISTRIBUTION OF CODE OF ETHICS

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and every employee of the school district. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his/ her office or employment. In addition, the Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

PENALTIES

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's Code of Ethics and its accompanying regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Ref: General Municipal Law §§806-808

Adoption date: 10/03/2012
Re-adopted 7-1-2015 Reorganization

5. To deliver or mail receipts for all taxes paid to all taxpayers having requested said receipt.
6. To deliver to the Board of Education within forty-five (45) days from the close of business on March 31, said being the due date for the last installment on taxes listed above, an account of the taxes remaining unpaid, containing a description of property upon which said taxes were unpaid as the same were placed upon the list together with the amount of the tax so assessed, and your affidavit that after diligent efforts you have been unable to collect the same.
7. Not later than the next business day following the receipts of money collected pursuant to this warrant to prepare an accounting of said monies and to dispose of said monies as Tax Collector of the City School District of the City of Cohoes, New York in the manner prescribed by the Education Law of the State of New York.
8. To re-levy by the close of business on May 1, 2017 unpaid taxes to the City of Cohoes for collection. At which time a five percent (5%) penalty may be added to said tax due.

This warrant is issued by the Board of Education of the City School District of the City of Cohoes, New York, under and pursuant to the authority of Article 13 of the Real Property Tax Law.

Given under our hand and seal the 6th day of July 2016.

Matthew Nolin

Andrea Frangie

Jeremy McDonald

Vincent Baran

Laurie Rizzo

Margaret Giller

Mark Pascale