

South Lewis Central School District

Data Report

Board of Education

January 17, 2017

happy
new year



Types of Data 2015-16...

- * Proficiency and BOCES Rank (3-8 ELA, Math & Sci and Regents)
- * Growth Scores
- * School Report Card and Accountability (includes Grad Rate)
- * APPR Summary

What is proficiency on 3-8 exams?

* **NYS Level 4**

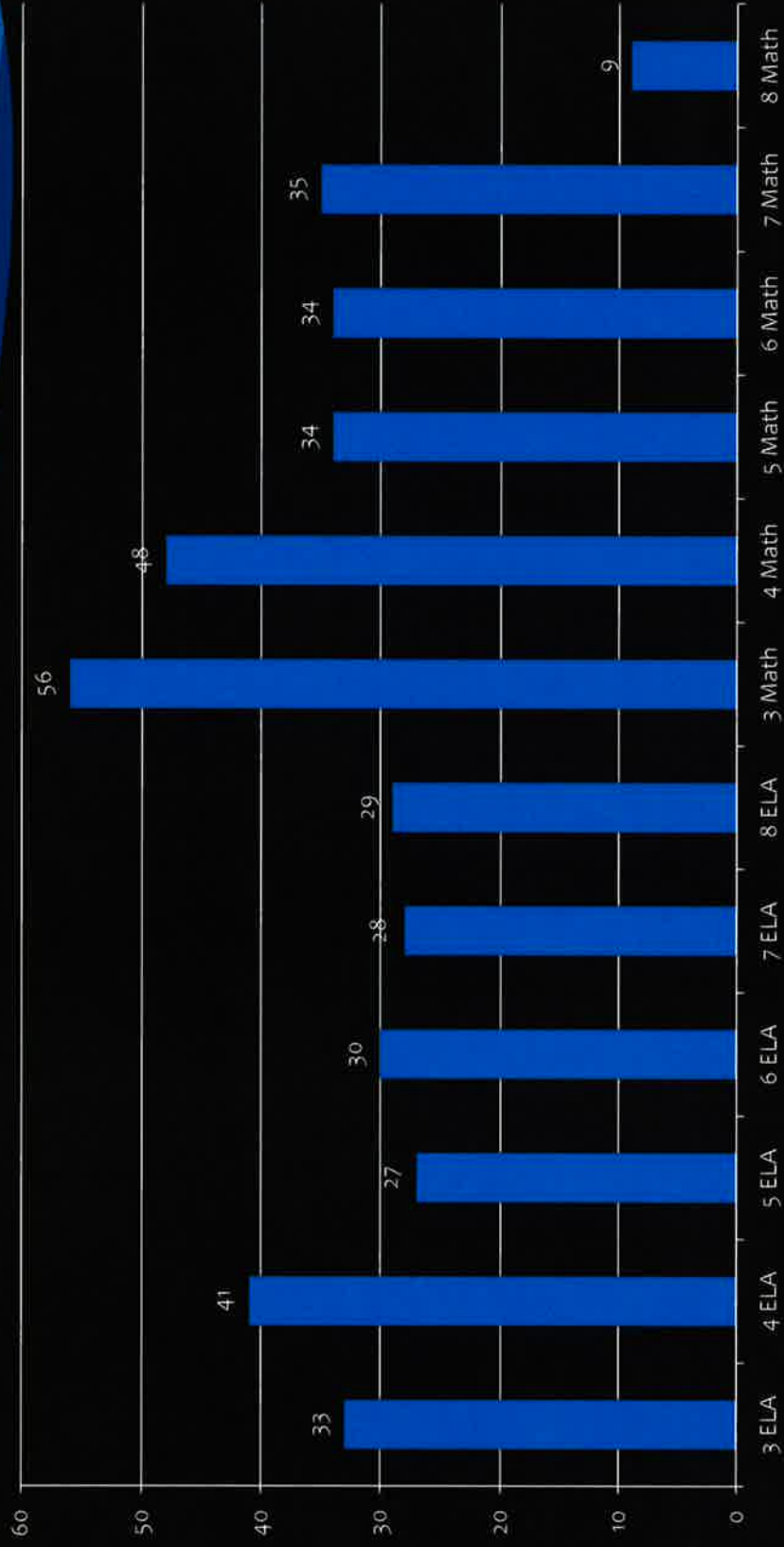
Students performing at this level **excel** in standards for their grade. They demonstrate knowledge, skills, and practices embodied by the New York State P-12 Common Core Learning Standards that are considered **more than sufficient** for the expectations at this grade.

* **NYS Level 3**

Students performing at this level are **proficient** in standards for their grade. They demonstrate knowledge, skills, and practices embodied by the New York State P-12 Common Core Learning Standards that are considered **sufficient** for the expectations at this grade.

District Proficiency 2015-16

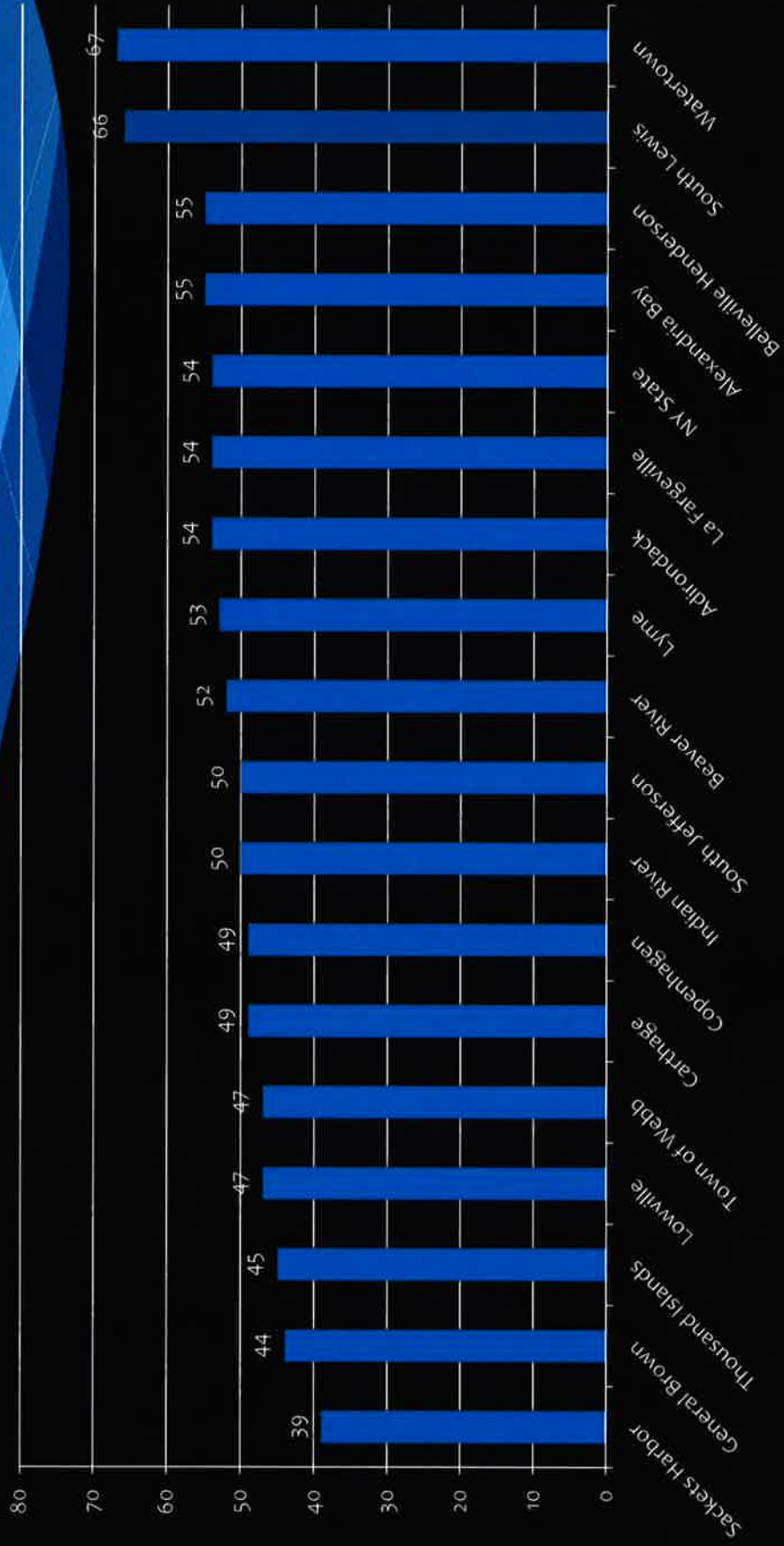
Conclusions:
3 Math, 4 Math, and
4 ELA were best



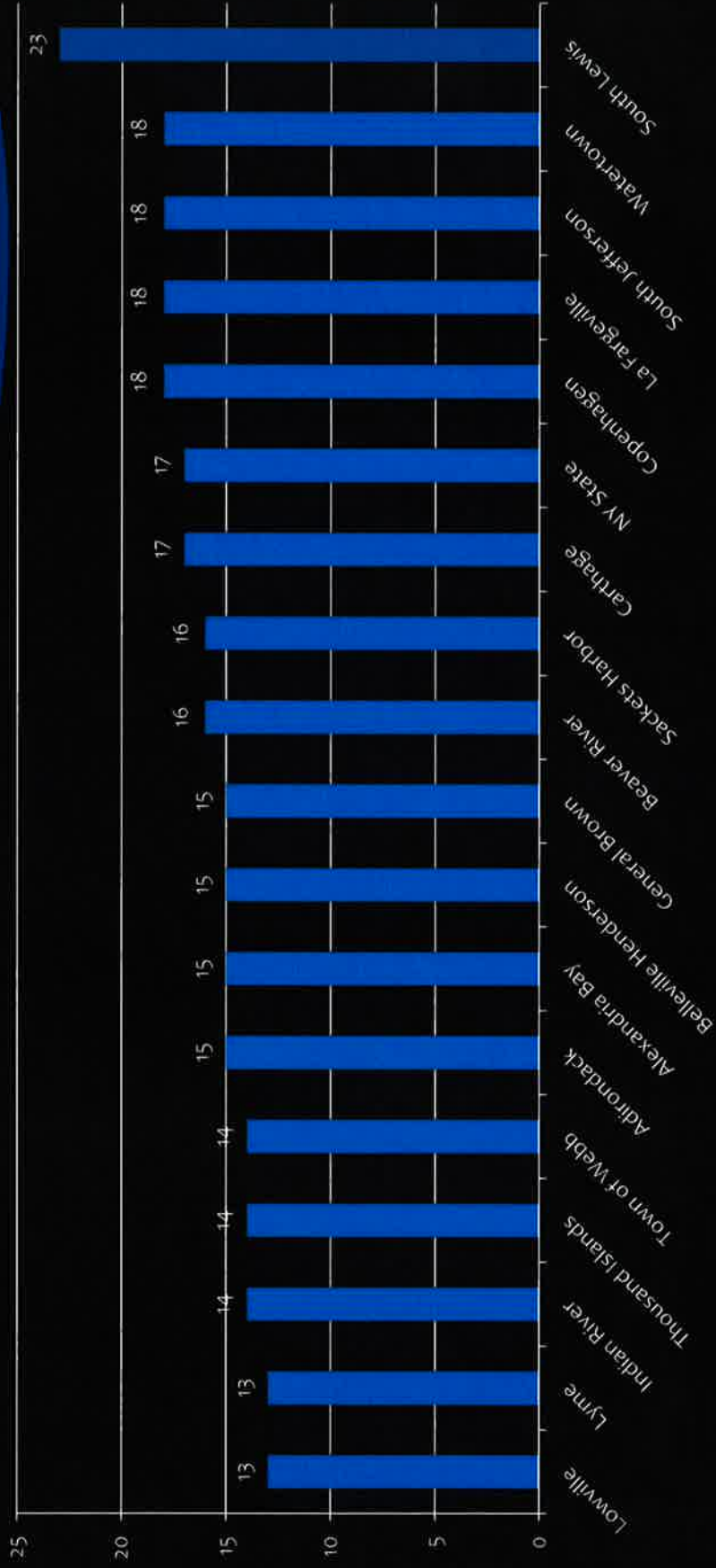
BOCES Rankings...

- * 17 District in our BOCES Region (Adirondack, Alex Bay, Beaver River, Belleville-Henderson, Carthage, Copenhagen, General Brown, Indian River, LaFargeville, Lowville, Lyme, Sackets Harbor, South Jefferson, South Lewis, Thousand Islands, Town of Webb, Watertown)
- * Sp. Ed. percentage of students = 17th
- * Free and Reduced Lunch percentage = 16th
- * Research has proven that both have a strong negative correlation to success in schools

Economically Disadvantaged BOCES Ranking 2015-16

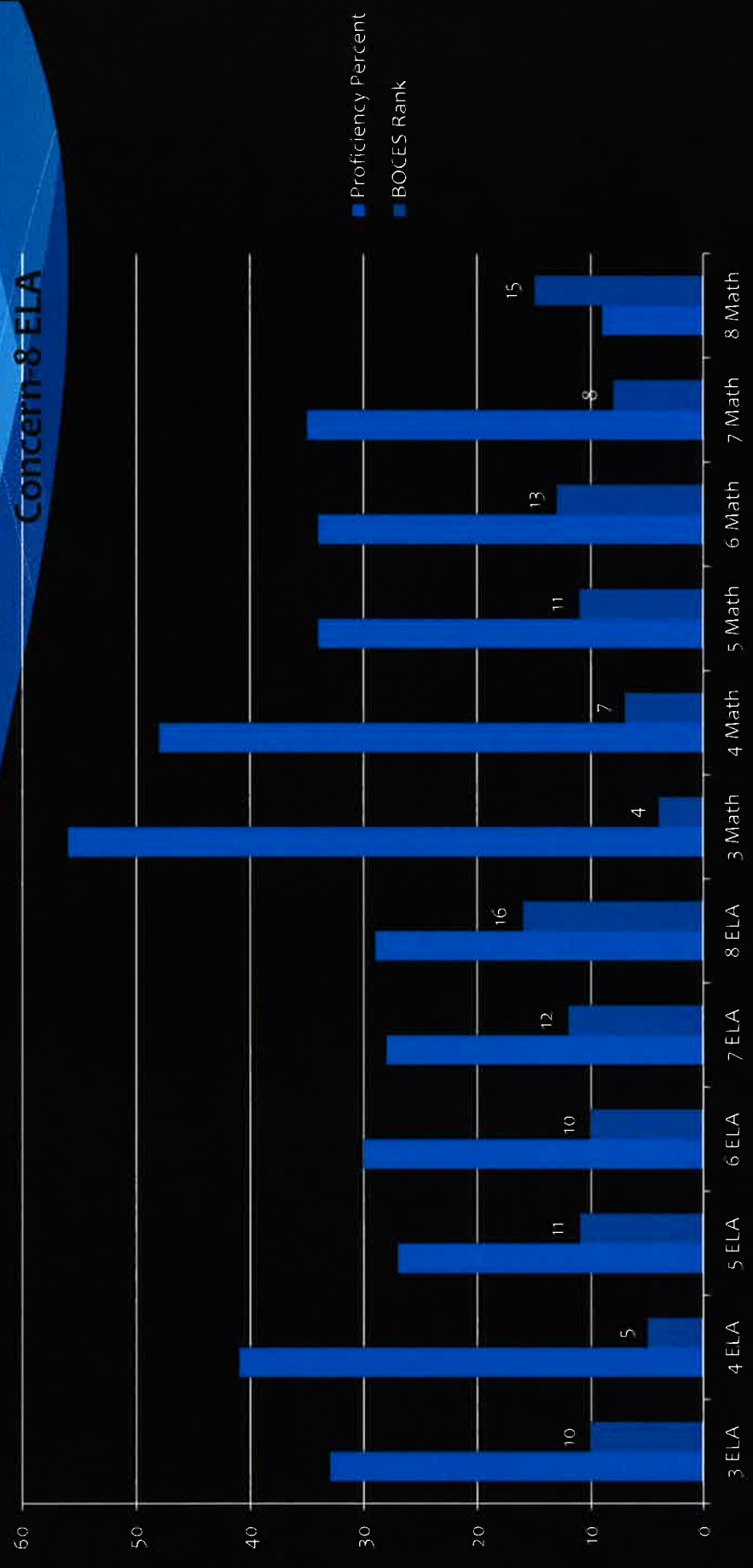


Special Education BOCES Ranking 2015-16



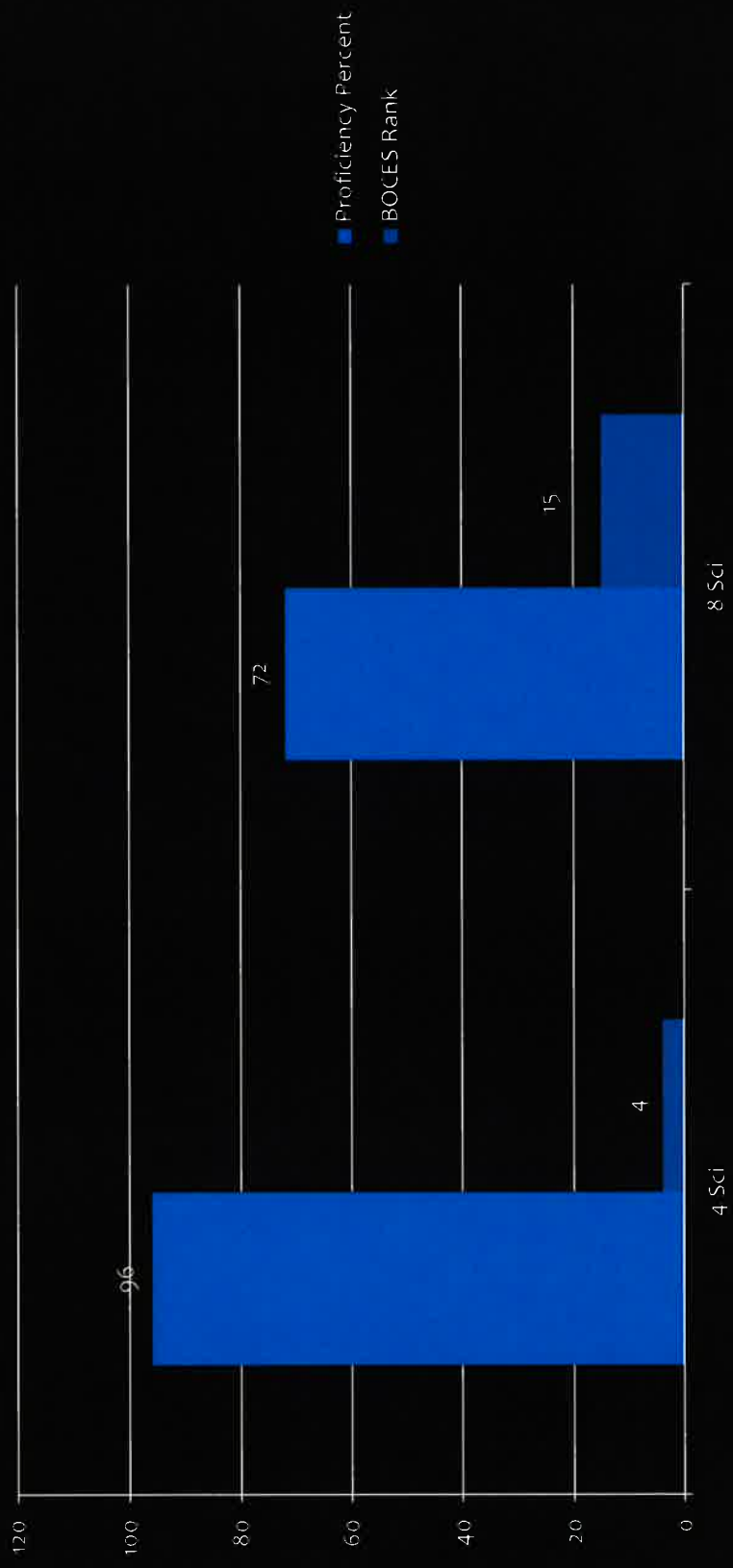
BOCES Rankings 2015-16

**Conclusions:
Validates 3 Math, 4 Math
and ELA
Concern-8 ELA**



Science Results 2015-16

Conclusions:
Concern with Sci 8

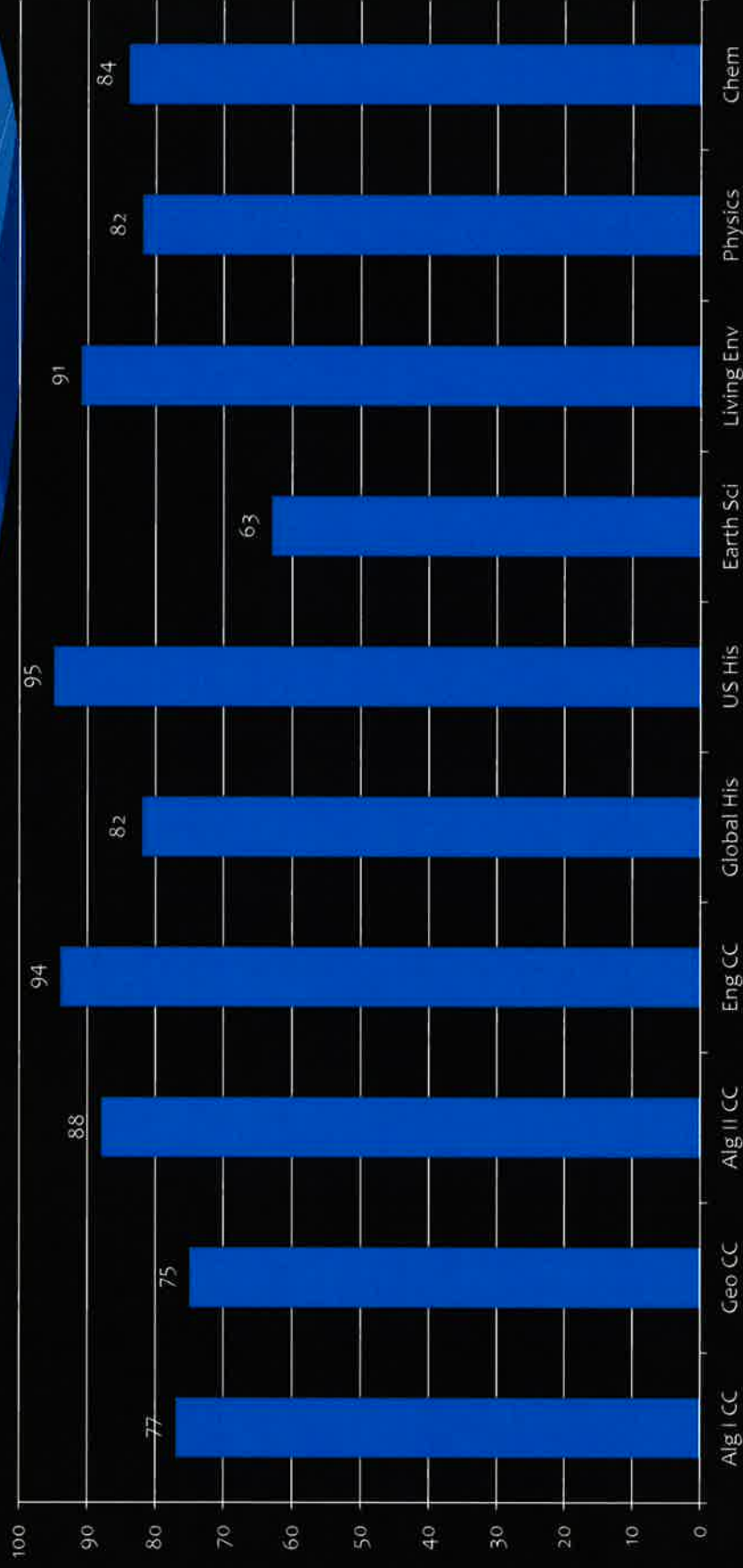


Regents...

- * Passing means any student who earns a scale score of 65 on each Regents – this doesn't mean they got 65% of the test correct – it varies Regents to Regents, but for some a student only needs 29.1% of the test correct to earn a scale score of 65
- * **Difficult to compare apples to apples**
 - * Students have choices in whether they do or don't take each Regents
 - * Students need to pass 5 Regents for a regular diploma and 8 with an Advanced Regents
 - * Some districts push kids to keep re-trying to pass a failed Regents, lowering percentages
 - * Regents are offered in January, June and August
 - * Some districts teach courses in different orders

Regents Passing 2015-16

Conclusions:
Earth Sci a struggle.
7 Regents with 80%+

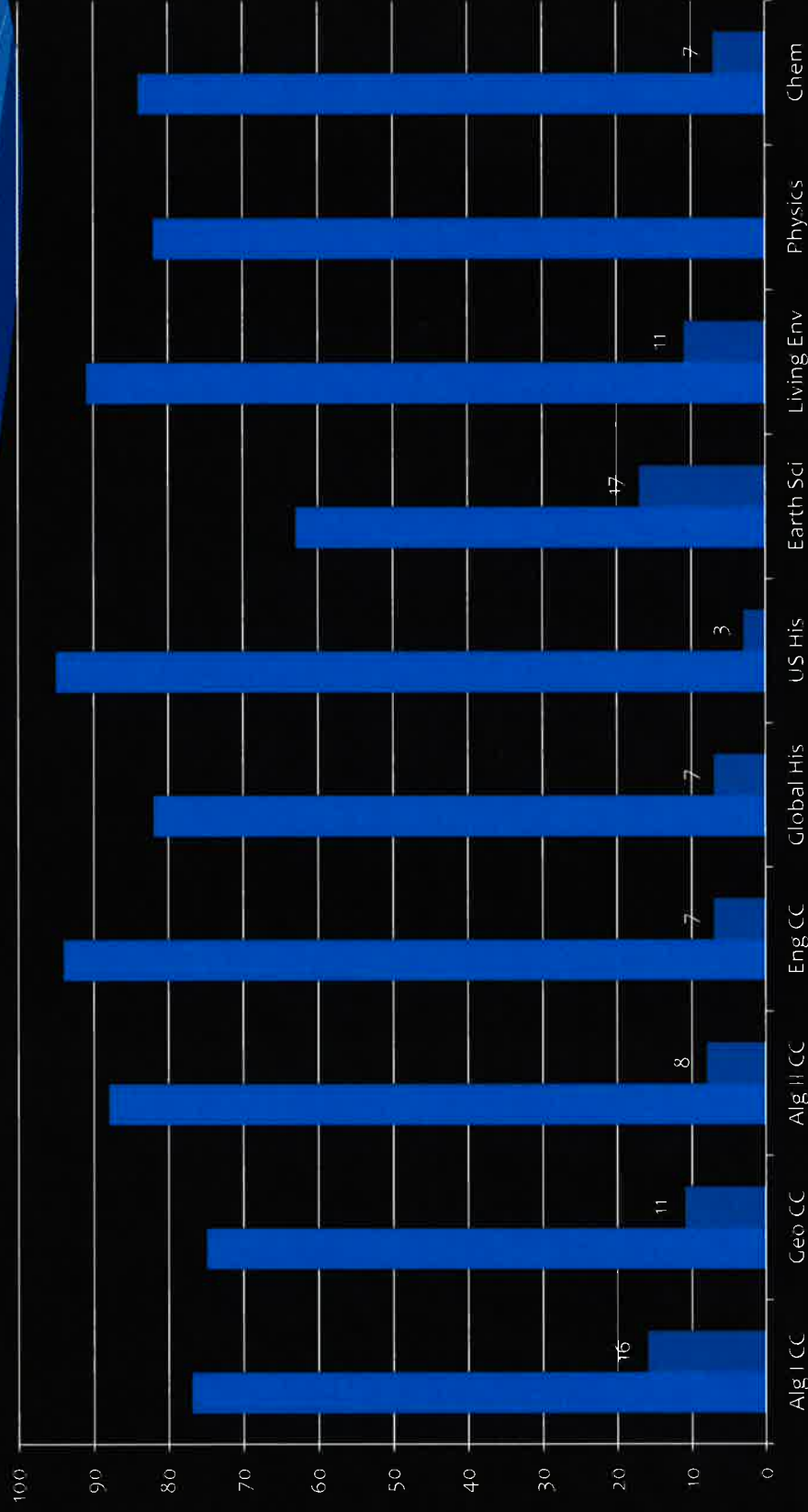


BOCES Rankings 2015-16

Conclusions:

Confirms Earth Sci and Alg I CC

Strengths: 5 of the Regents are in the top half of BOCES

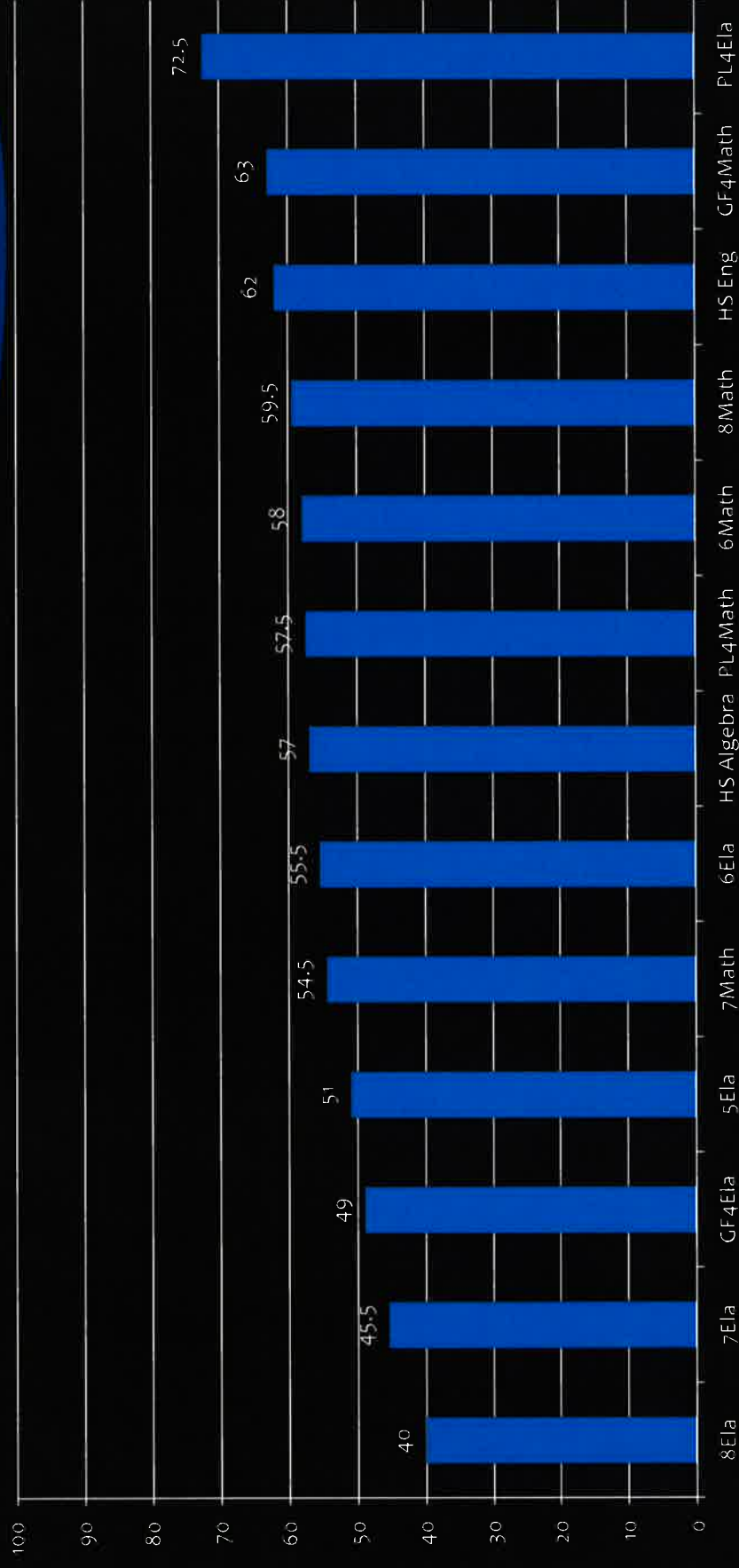


Growth Scores

- * Put students into groups with “similar students” across the state:
 - * Prior state exam scores
 - * Prior academic performance
 - * SWD
 - * ED
 - * ELL
- * Begins at 4th grade, because we need 3rd grade results (prior scores) in order to make the “similar students” groups
- * Idea is not did the child reach proficiency, but instead, where did each child come into the year, and compared to students like him/her across the state, how did they do at the end of the year:
 - * Better than those like him/her (**the child grew more than expected this year, 60+**)
 - * Equal to those like him/her (**the child grew an average/expected amount this year, 41-59**)
 - * Below those like him/her (**the child didn't grow as much as others this year, 40-**)

Growth Scores 2015-16

-6th-8th math doing fine even though
BOCES data didn't look it
-4th ELA PL moving kids drastically up



School Report Cards

- * Go to <http://data.nysed.gov>
- * Search by School, District, County, BOCES, State

The screenshot shows a dark-themed web interface for 'SOUTH LEWIS CSD DATA'. At the top, there are three year-based filters: '2015-16', '2014-15', and 'Archive'. Below these filters, the interface is divided into two main sections: 'STUDENT DATA' and 'SCHOOL DATA'. Under 'STUDENT DATA', there are two red buttons labeled '3-8 ELA Assessment Data' and '3-8 Math Assessment Data'. Under 'SCHOOL DATA', there is one red button labeled 'School Report Card'.

Accountability

Profile Data

- Enrollment
- Free and Reduced-Price Lunch

Outcomes

- High School Completers
- High School Non-Completers
- Post-secondary Plans of Completers

Assessment Data

Due to changes in the 2015-16 grades 3-8 ELA and math exams, the proficiency rates from exams prior to 2015-16 are not directly comparable to the 2015-16 proficiency rates.

- Grades 3-8 English Language Arts
- Grades 3-8 Mathematics
- Grades 4 & 8 Science
- Recently Arrived ELL Students
- National Assessment of Education Progress
- Total Cohort in Secondary-Level ELA, Math, Global History & Geography, U.S. History & Gov't, & Science
- Regents Exams
- New York State Alternate Assessments
- New York State English as a Second Language Achievement Test

Accountability Data

- Elementary/Middle-Level English Language Arts
- Elementary/Middle-Level Mathematics
- Elementary/Middle-Level Science
- Secondary-Level English Language Arts
- Secondary-Level Mathematics
- Unweighted Combined PIs
- Graduation Rate

Build

Clear

CheckAll

What is looked closely at...

- * Graduation rates
- * Regents results for math and ELA
- * State results in 3-8 for math, ELA & Science
- * What is analyzed is how our entire student body performs, but also each sub-group of students
 - * **Students with Disabilities**
 - * **Economically Disadvantaged Students**
 - * **Ethnic groups** (in our case we typically only have enough students to do a “white” category)

Colored Chart with 5 Years of Data...

- * Note that the state assessments in 3-8 ELA and math switched to Common Core in 2012-13 (that is why the numbers are quite a bit different for those exams as compared to 2011-12)
- * The High School Math Regents began switching to CC in 2013-14
- * The High School ELA Regents switched to CC in 2015-16

What the state looks closely at...

- * The **PI** is the **P**erformance **I**ndex, which is a calculation giving double credit for students “proficient,” single credit for students scoring “below proficiency,” and no credit for students “well below proficiency”
- * The state sets an “**E**ffective **A**nnual **M**easureable **O**utcome” each year that each sub-group needs to meet in order to show they have made “**A**dequate **Y**early **P**rogress”
- * You can also make “Safe Harbor” for a group if you don’t make the **EAMO**, but you do show enough growth to reach this safety net

What the state looks closely at...

- * Districts or schools that are performing **substantially below** where they should be can be identified as “**Focus**” or “**Priority**”
 - * much more complex than this, but the overall concept is that the state attempts to identify schools/districts performing in the bottom 5% across the state on graduation rates, 3-8 testing results, and Regents results
 - * create plans
 - * possible state intervention/assistance

What the state looks closely at...

- * A school (not district) that fails to make AYP for 3 years in a row for a sub-group can be identified as a “**Local Assistance Plan**” school
 - * create plan to address how to gain growth for the sub-group(s) not making AYP

Do you notice any areas where we
have red 3 years in a row?

- * What does that mean?
- * 5-8 ELA MS (SWD)
- * 8 Sci MS (white)
- * Sec Math HS (white)

Progress Filters...

Examples of those previously approved:

- * Group has made a ten point gain in the Performance Index from Prior Year.
- * Median Student Growth Percentile is at or above Statewide average.
- * Subgroups 4- or 5-year graduation rate is above Statewide average or has increased by ten percent over last two years.

Next Steps...

- * Hear from state ed. if we are cleared from the LAP lists due to this year's progress filters
- * We are optimistic we will be, but not certain
- * We should be notified in the spring if we have any LAP schools
- * The LAP schools are publicly announced typically in the early summer

How is the district impacted when students opt out of the 3-8 tests...

- * When you are missing student data it can skew your results either way (if the students who opt out tend to be higher performing students, your results will be poorer than they should be, but the opposite can also be true)
- * In addition to meeting your EAMO for all of the sub-groups we talked about, you also need to have 95% of your students participate in the 3-8 ELA and math assessments and 80% participation for the 4 and 8 Sci exams

How is the district impacted when students opt out of the 3-8 tests...

- * If you fail to meet these percentages, then you will fail to make your AYP, no matter if you made the EAMO or Safe Harbor (the state does average 2 years together if you fall below the required participation rates)
- * Repeated failures to make the AYP for any of your sub-groups can make you a “Local Assistance Plan,” “Priority,” or “Focus” District or School
- * In conclusion, not meeting these percentages puts you in the same predicament as getting very poor student results

In Conclusion...

- * School report cards give us a lot of important overall information about a district and school buildings
- * The state uses 3-8 ELA, math & Sci state results, HS math and ELA Regents results, and Graduation Rates to determine which schools are struggling (**Focus, Priority and Local Assistance Plan**) and which districts and schools are doing well (**Reward**)
- * Participation rates are also important, and this school year was the first year that South Lewis fell below/is close to the required 95% participation in 3-8 ELA and math, so we will need to continue to monitor this

Changes Coming...

- * You have probably heard of ESSA (Every Student Succeeds Act) – the latest law that replaces ESEA
- * Federal requirement to still test students in 3-8 ELA and math, once in ELA and math at HS, and 3 times for Science (elementary, middle and high)
- * However, states will have to determine their own systems for how they will measure accountability and how to determine which districts and schools are Focus, Priority, LAP, or Reward
- * We will need to see how this unfolds
- * Overall – more control and decisions will be in each state’s hands to determine accountability, rather than dictated by the Federal Dept.

Big Picture View of SL...

- * 3-8 ELA and math PIs
- * Are bars moving up each year or are any dropping down?
- * We are looking for steady growth upwards.
- * Are there certain areas that seem overall higher bars (strengths), lower bars (focus areas), patterns?

Big Picture View of SL...

- * High School Regents and Sci 4 and 8
- * Are bars moving up each year or are any dropping down?
- * We are looking for steady growth upwards.
- * Are there certain areas that seem overall higher bars (strengths), lower bars (focus areas), patterns?
- * Focus area is Sci 8

Big Picture View of SL...

- * Graduation Data
 - * Are bars moving up each year or are any dropping down?
 - * We are looking for steady growth upwards.
 - * Are there certain areas that seem overall higher bars (strengths), lower bars (focus areas), patterns?

S. Lewis 4-Year APPR Summary

	2012-13 SLCSD = 96	2012-13 State (NYC Not Included)	2013-14 SLCSD = 97	2013-14 State (NYC Is Included)	2014-15 SLCSD = 99	2015-16 Original SLCSD = 99	2015-16 Transition SLCSD = 77 (couldn't include any data on 3-8 ELA or math assessments)
HE 91-100	9 = 9%	51%	21 = 22%	41.9%	19 = 19%	42 = 42%	61 = 79%
E 75-90	78 = 81%	44%	76 = 78%	53.7%	79 = 80%	55 = 56%	16 = 21%
D 65-74	9 = 9%	5%	0%	3.7%	1 = 1%	2 = 2%	0%
I 0-64	0%	1%	0%	0.7%	0%	0%	0%
Total	99% (due to rounding)	101% (due to rounding)	100%	100%	100%	100%	100%

APPR 2016-17

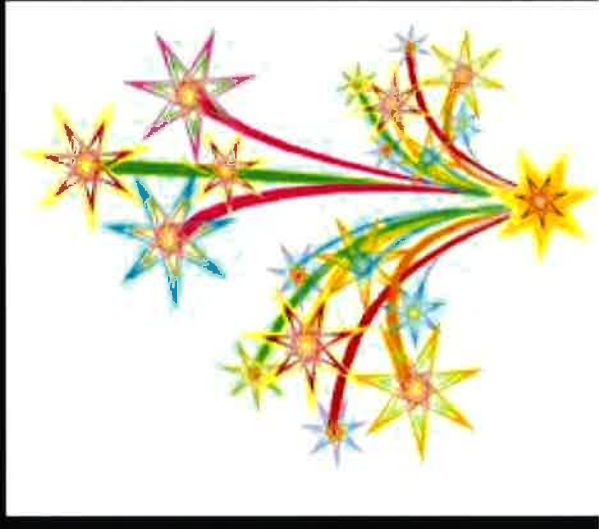
- * This year, we have a new APPR plan so teachers and principals won't get a score this year, 0-100.
- * Instead, they will be rated on two categories, Student Performance and Observation.

	Observation				
	Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)	
Student Performance	Highly Effective (H)	H	E	D	I
	Effective (E)	H	E	D	I
	Developing (D)	E	E	D	I
	Ineffective (I)	D*	D*	I	I

What we've covered:

- * Proficiency and BOCES Rankings
- * Growth Scores
- * School Accountability – State Data Portal
- * APPR Summary

- * Questions???



South Lewis Explores 1:1 Initiative

Scott Carpenter & Kristy McGrath

January 17, 2017



What is a 1:1 initiative?

- Each child has a device (lap-top, chrome book, i-Pad, etc.)
- Possible that each child has 1 assigned to them like a book and they take it with them
- Possible that a teacher has a class set assigned to them and students use them in class each day but don't take them with them
- Migration to "Online" classroom content

How would we pay for this?



- We have Smart Schools **money available** to make the purchase if we choose to.
- Redistribute existing BOCES Multiyear funding from classroom/lab upgrades to sustaining 1:1 initiative.

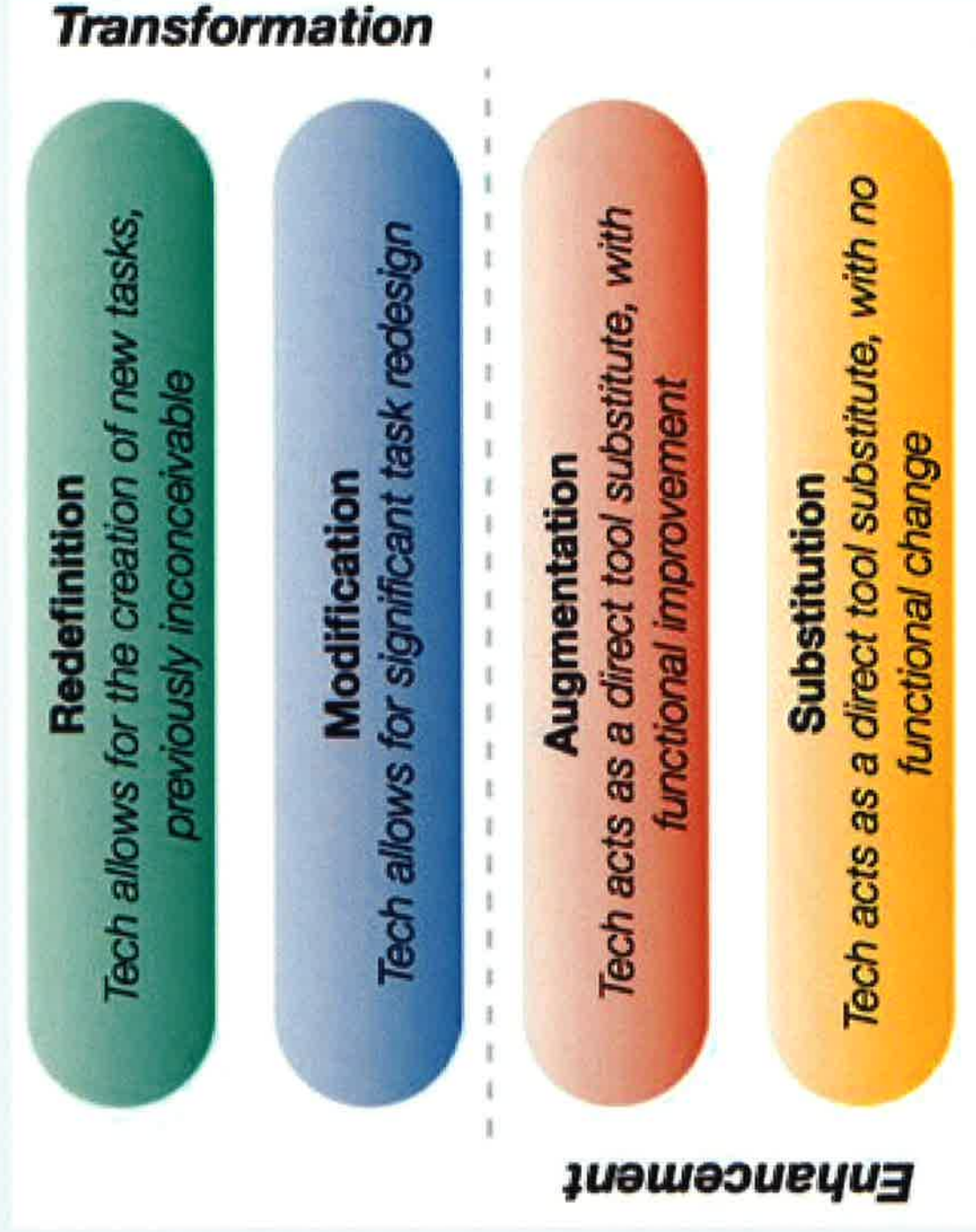
What are the instructional benefits?

- [Ferris Independent School District](#)
- Anytime Anywhere Instruction



What is SAMR?

- [SAMR Explained by Students](#)



Who is doing this locally?

- Adirondack – began implementation this year
- Lowville – began implementation this year
- Copenhagen – began in 2012
- Town of Webb – began in 2012
- Beaver River – hasn't mapped out a plan
- Ithaca, East-Syracuse Minoa, most districts



What is the South Lewis plan?

- A committee is established, 20 members – made up of students, teachers, and administrators (all buildings, variety of grades/subjects)
- Our first meeting was held on Dec. 13th
- In January, the committee will hold “listening sessions” in each building to hear from every teacher in the district how they use technology, how they plan to use technology, and to understand their readiness and interest in moving 1:1
- The committee will meet in Feb. / March to review results of the “listening sessions” and to plan next steps
- We expect to have a plan for 2017-18 mapped out by the spring of 2017



What questions need to be answered?



- Do we want to move forward with 1:1?
- What grades, subjects or teachers?
- What device(s)?
- How do we educate students and parents?
- What professional development to participating teachers need?
- How do we ensure technology is used to truly increase and enhance student learning?
- Is our infrastructure plan built in alignment with our 1:1 plan?
- How do we address students who don't have internet at home if they have homework that is computer-based?
- What rules and education need to be established for correct usage?
- Forgotten, lost, stolen, broken equipment?

Questions?

Thank You

SEI Design Comments

- The connection of a new elementary school off of the 300 wing would not allow a second story from the new building to be connected into the existing. The 300 wing at the M-HS is a one story structure.
- The connection of a new elementary school off of the 300 wing would isolate the building from the rest of the building and place elementary students adjacent to high school students. The current, proposed location places the elementary students next to the 5th grade wing.
- The placement of a new elementary school off of the 300 wing would create two bus loops and two student drop off loops on the campus. One at the M-HS and one at the Elementary School. Using a loop for buses and student drop off is not recommended. For student safety, it is good practice for the two loops to be separate from one other.
- The placement of a new elementary school off of the 300 wing would create two major entry points into the campus. A security office and main entrance office would be required at each building. The current design shares these services in one, centrally located area.
- The placement of a new elementary school off of the 300 wing would likely have an adverse effect on the exterior view currently available from the Library
- The placement of a new elementary school off of the 300 wing would require the Softball field, shot-put field event, and practice field to be relocated.
- The placement of a new elementary school off of the 300 wing would create a physical separation between the stadium and the remainder of the sports fields.
- There is a sharp, 6'-0" grade change splitting the sports fields north to south. This sharp grade change would cause significant balancing of cut and fill and would cause an increase in site preparation costs.
- The placement of a new elementary school off of the 300 wing would require additional asphalt pavement and site utilities to provide adequate vehicle access.
- The current proposed elementary school location extends naturally off of the existing building, seamless extending the existing corridor into the new building. This location gives the new Elementary School a street presence and unifies the district visually into one building.
- The proposed location of the Elementary School aligned with the current structure has been chosen because of the following benefits:
 - o Deliveries and dumpsters can be located in the rear of the building.

- Has a nice street presence
- The design at this location was able to be made compact and efficient in square footage.
- Alignment with existing facility creates a nice continuity between the current facility and addition.
- Shared infrastructure; elevators

Appel-Osborne (Landscape Architects) Comments

- a. The alternate building location essentially splits the campus in two. Access to the playfields is more limited.
- b. The single, controlled central building entry is lost.
- c. The driveways/ parking and bus loop would be located deeper into the site, which adds to the site development costs.
- d. A new driveway would be needed between East Road and the new building location, including a bus drop-off, which would require students having to cross to access the current baseball/ soccer field. A dedicated bus loop requires a significant amount of space, (as currently shown in the concept plan), which will interfere with the current softball field, practice field, and shot put area.
- e. A large portion of the septic field would have to be re-established, as well as the practice field and the softball field.
- f. The softball field, track and other fields would all be crowded by the alternate building location, resulting in minimal over-play areas and buffer space.
- g. Future expansion would be very limited.
- h. The location of the playground(s) in an alternative location may not be as optimal as currently shown. The locations shown on the current concept plan have the playgrounds adjacent the gym and cafeteria, (avoiding exposure to classrooms).
- i. Site development cost would be higher if the building location was moved to an alternate location. The current concept plan takes advantages of the existing site features such as building on the most level terrain and locating the parking and bus loop close to the existing driveways and road. Vehicles are contained at the perimeter of the site, minimizing conflicts with the play fields as currently designed.

M/E Engineering Comments

The cost for the mechanical/engineering would be higher with the addition off the 300 Wing for the following reasons:

1. Longer distance to run heating, plumbing and electrical services. All of these services would come from the Boiler Room Area.
2. The Two Story portion of the HS has a crawlspace below it making routing of the above services easier. The 300 Wing has no crawlspace and the 300 Wing Main Corridor will need to be crossed with the services. These services would either be exposed or a soffit would need to be created to hide them.

District Administrative/Leadership Team Comments

- Back addition splits the campus into two with restricted flow and function as a K-12 model. Too much/non-functional segregation of K-4, 5-8, and 9-12 levels.
- Long drives to the back to drop kids off/pick them up for parents, visitors, buses, etc...
- More difficult outdoor travel as one would need to go through the building to get from the stadium field to baseball field and other potential fields (depending on final location).
- Would require excessive student travel through the building for either the MS/HS or Elementary students in the AM and PM depending on where the bus loop is located. If the bus loop remained the front then elementary students would need to travel the entire length of the building and if the bus loop was in the back the MS/HS students would need to travel the entire length of the building just to get to the core portion of their facility.
- Single point of secured entry would be lost for the Safety Desk/Monitor.
- More difficult travel through the building to common/shared areas (e.g. pool and auditorium).
- More difficult building travel and flexibility for related-services (OT, PT, Speech) and shared K-12 staff.
- Loss of 2nd floor connection requiring the added cost of an elevator to the new addition.
- Loss of grade-level configuration options (e.g. change to a K-5 elementary and 6-8 middle school are lost/more difficult).
- Loss of library space if we connect to the library and 300/math wing.
- Loss of proximity between all building offices.
- Additional cost of new greenhouse.
- More difficult staff collaboration K-12, but especially between K-4 and 5-8 staff.



Memo To: Mr. Doug Premo
Superintendent

From: Rich Poniktera
Director of Facilities III

Re: Items for discard/disposal and or public sale

Date: December 21, 2016

We have a 2006 ford pickup that has been replaced and we would like to advertise it on auctions international to sell it.

We have 39 old rubber mats from the weight room we would like to advertise on auctions international to sell them.

 **AIA** Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of October in the year Two Thousand Sixteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

South Lewis Central School District
4264 East Road
Turin, NY 13473
(315) 348-2500

and the Contractor:
(Name, legal status, address and other information)

MECHANICAL CONTRACTOR

Core Climate Systems, LLC
664 East Main St.
Malone, NY 12953
(518) 521-3176

for the following Project:
(Name, location and detailed description)

South Lewis Central School District
Direct Digital Control System Improvements
SED Control No.: 23-11-01-04-0-013-016
4264 East Road
Turin, NY 13473

The Architect:
(Name, legal status, address and other information)

SEI Design Group Architects, DPC
224 Mill Street
Rochester, NY 14614
(585) 442-7010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

N/A

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: January 31st, 2017.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Init.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Sixty Four Thousand Eight Hundred Ninety-Five dollars (\$64,895.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: None
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item
None

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item Price
None

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application and Certificate for Payment is received by the Owner from the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirtieth day of the same month. If an Application and Certificate for Payment is received by the Owner from the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application and Certificate for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Application and Certificates for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

init.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Four Percent (4%)

§ 8.3 The Owner’s representative:
(Name, address and other information)

Douglas Premo
Superintendent of Schools
South Lewis Central School District
4264 East Road
Turin, New York 13473

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Corey Stark
Core Climate Systems, LLC
664 East Main St.
Malone, NY 12953

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

None

Int.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Doc. A701	Instructions to Bidders	1997	One thru Eight

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Reference Exhibit "A" (attached)
(Table deleted)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
—	Cover Sheet	August 24, 2016
M100	DDC Controls Upgrade Plan	August 24, 2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2007.

(Row deleted)

This Agreement entered into as of the day and year first written above.

South Lewis Central School District

Core Climate Systems, LLC

OWNER (Signature)

CONTRACTOR (Signature)

Douglas Premo, Superintendent of Schools
(Printed name and title)

Denise M. Steck, President
(Printed name and title)

Int.

SECTION 000110 – TABLE OF CONTENTS – PROJECT MANUAL

Division 00 – Procurement and Contracting Requirements

000115	List of Drawings
001113	Advertisement for Bids
002110	Instructions to Bidders (AIA Document A701-1997, with Amendments)
004110	Bid Forms: Mechanical Construction Work
004300	Procurement Form Supplements
004330	Comparable Product/Equivalent Request Form
004340	Proposed Subcontractors Form
004513	Bidder's Qualifications
005213	Standard Form of Agreement (AIA Document A101-2007)
007000	General Conditions of the Contract for Construction (AIA Document A201 - 2007 with Amendments)
007320	Health and Safety Requirements
007340	Schedule of Prevailing Wages

Division 01 – General Requirements

010150	Project Schedule
011200	Contract Summary
011500	Staging and Logistics Plan
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017329	Cutting and Patching
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data
017836	Warranties
017839	Project Record Documents

Division 02 - Existing Conditions

NOT USED

Division 03 - Concrete

NOT USED

Division 04 - Masonry

NOT USED

Division 05 - Metals

NOT USED

Division 06 - Wood, Plastics, and Composites

NOT USED

Division 07 - Thermal and Moisture Protection

NOT USED

Division 08 - Openings

NOT USED

Division 09 - Finishes

NOT USED

Division 10 - Specialties

NOT USED

Division 11 - Equipment

NOT USED

Division 12 - Furnishings

NOT USED

Division 14 - Conveying Equipment

NOT USED

Division 16 - Acoustical

NOT USED

Division 22 - Plumbing

NOT USED

Division 23 – Heating Ventilating and Air Conditioning

- 230500 Basic Mechanical Requirements
- 230504 Electrical Wiring
- 230593 Testing, Adjusting, and Balancing
- 230900 Building Management System

Division 26 - Electrical

NOT USED

Division 31 - Earthwork

NOT USED

Division 32 – Exterior Improvements

NOT USED

Division 33 - Utilities

NOT USED

Division 48 – Renewable Energy

NOT USED

AGREEMENT

THIS IS AN AGREEMENT, by and between the **SOUTH LEWIS CENTRAL SCHOOL**, located at 4264 East Road Turin, New York 13473 (hereinafter referred to as **SLCS**) and **RUBENZAHL, KNUDSEN & ASSOCIATES, PSYCHOLOGICAL SERVICES, P.C.**, with offices at 22670 Summit, Suite 2, Watertown New York 13601 (hereinafter referred to as **RKA**).

WITNESSETH:

WHEREAS, **SLCS** has the mission to assist and provide psychological and mental health support and treatment to students of the South Lewis Central School District., as appropriate under NYS Education Department, and the District's Board of Education.

WHEREAS, **SLCS** has determined that the purchase of consulting services of licensed professionals can be an effective and efficient means to fulfill these responsibilities; and

WHEREAS, **RKA** is a recognized agency with the experience, capacity, and established credentials to provide clinical services and oversight of clinical psychological and mental health treatment:

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN SLCS AND RKA AS FOLLOWS:

1. **RKA** will provide clinical psychological and mental health services to the students of **SLCS**, executed by qualified personnel, which is defined as an individual holding a provisional or permanent license in mental health counseling, social work, or psychology.
2. **RKA** will staff said qualified clinician at the **SLCS** at the hours held by school personnel, during the normal school calendar. Services to the referred students will be provided year-round. If students require services when the clinician cannot be at the school, then services will be provided at **RKA**'s Lowville or Watertown office.
3. **RKA** will aid **SLCS** to meet the criteria necessary to provide such services in an ethical manner using best practices of clinical psychology, clinical social work, and mental health counseling as defined by New York State Education Department, Office of Professions. (NYSEDOP).
4. The confidentiality of individuals receiving services under this contract shall be maintained in conformity with the provisions of applicable State and Federal laws and regulations.
5. **RKA** will be responsible for the medical record (PHI) of the student in treatment. Records will be maintained with privacy standards of the Health Insurance Portability

6. **SLCS** will acquire informed consent (IC) for treatment from the student's parent/guardian prior to referral for treatment. If the student is over sixteen (16) years of age, **RKA** would also request an IC from the student in addition to the parent/guardian.
7. Shared information between **RKA** and **SLCS** will require the standard release of information (ROI) from the parent/guardian. If the student is over sixteen (16) years old, **RKA** would also request ROI from the student in addition to the parent/guardian.
8. **RKA** will address only clinical treatment and assessment needs of students receiving direct services by an **RKA** professional (See **Schedule "A"**). **RKA** will also provide preventative treatment through mindfulness training with the approval of **SLCS** (See **Schedule "B"**). **RKA** will not offer any programmatic, logistic, or educational consultation to **SLCS**.
9. **RKA** will take directions from and provide feedback to the **SLCS** Superintendent.
10. In the event that a governing authority needs to be contacted during the course of provided services (e.g., Child Protective Services, Police) or in the event of psychiatric hospitalization, **RKA** will attend to protocol designated according to best practices within the profession of psychology and clinical social work. However, it is agreed that **RKA** will, in due diligence, notify **SLCS** Superintendent or proxy prior to contact with outside agencies.
11. No person shall, on the grounds of race, color, region, national origin, sex or Physical disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity funded in whole or part with funds made available under this agreement.
12. **RKA** specifically agrees that its relationship with **SLCS** is that of an independent contractor, and that neither **RKA** nor any of its employees shall make any representation that an employment relationship exists with **SLCS**.
13. **RKA** agrees to comply with all applicable Federal and State laws and regulations governing equal employment opportunity and affirmative action.
14. **RKA** agrees to indemnify **SLCS** against any loss **RKA** may suffer when such losses result from claims of any person or organization injured by the negligent acts or omission of **RKA**, its officers and/or employees (See **Schedule C**).
15. **RKA** agrees to provide such insurance policies as **SLCS** requires and shall name **SLCS** as the Certificate Holder, Additional Insured, and provide a Waiver of Subrogation. The insurance coverage shall be no less than that required by **SLCS** or as set forth on the Certificate of Insurance.
16. This agreement will begin **January 30, 2017** and end **December 31, 2018**. Continuation of services after December 31, 2018 will require a renewed agreement.

17. **SLCS** agrees to pay **RKA**
- *\$18,441.67, inclusive of Mindfulness training, for January 30 – June 30, 2017 for three (3) days/week
 - *\$55,333.00, inclusive of Mindfulness training, for July 1, 2017 to June 30, 2018 for four (4) days/week
 - *\$27,666.50, inclusive of Mindfulness training for July 1, 2018 to December 31, 2018 for four (4) days/week
- as a contracted block rate totaling of \$101,441.17 and billed in full by June 30, 2017. This fee covers the cost of student's co-pays or the amount they would be responsible for due to deductibles or other provisions in their health insurance. Further, this includes reimbursement to RKA for services provided to students who have health insurance that RKA cannot bill.
18. Each party shall have the option to cancel the engagement provided that ninety (90) days written notice is given to the other party. Should this Agreement be terminated payment shall be pro-rated based upon the services provided up to the date of termination and refunded to **SLCS**.

IN WITNESS WHEREOF, the parties hereunto have signed this Agreement on the dates below shown.

South Lewis Central School

Date: _____

by: _____

Barry R. Worczak
SLCS Board of Education President

**Rubenzahl, Knudsen & Associates
Psychological Services, P.C.**

Date: _____

by: _____

Thomas E. Knudsen, Psy.D., ABPP
Vice President.

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On the _____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF JEFFERSON)

On the _____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

Services to be provided by RKA to the students of SLCS.

1. Assessment of mental health disorders, symptoms and adjustment issues in students of SLCS referred to RKA.
2. Treatment of mental health disorders, symptoms and adjustment issues for students who are referred and determined to require treatment. Treatment includes individual psychotherapy to the student which may include family members. Psychotherapeutic methods will be consistent with best practices standard of care in mental health.
3. Referrals for additional services including but not limited to, psychiatric consultation and/or treatment, community support services, addiction services, and medical consultation.
4. Mindfulness seminars for students and faculty as a form of primary and secondary prevention based interventions.

Schedule B

Mindfulness Program: South Lewis Central School District

Objective

To counter high levels of stress within students, teachers, and administrators with the use of Mindfulness skills. Stress reactions are caused by the nervous system and interfere with learning. The practice of Mindfulness is built to transform habitual adverse responses to stress.

What is Mindfulness?

Mindfulness is awareness of our own moment-by-moment thoughts, emotions, sensations and surrounding environment. Mindfulness skills also include Heartfulness practices. Heartfulness is the intentional nurturing of positive mind states, such as kindness and compassion.

Why Use Mindfulness In Schools?

Scientific evidence reveals that mindfulness skills improve attention, compassion, adaptability, resilience, and the ability to regulate emotions. The gains can be both emotional and physical, as Mindfulness skills, practiced over time, change neurological pathways in the brain. Mindfulness enhances those parts of the brain associated with behavioral control and reduces the size and impact of the flight-fight-freeze part of the brain.

Research shows that using Mindfulness in schools has had a direct impact on a student's ability to focus in the classroom, obtain higher marks, behave more appropriately, act empathically, and utilize social skills. Also, Mindfulness has been shown to reduce test anxiety, stress, posttraumatic stress, and depression.

Project Outline

Mindfulness is delivered to schools in two ways: by training the teachers and administration and by providing the practice directly to the students. Mindfulness can be delivered to everyone and the specific techniques are delivered with a sensitivity to development and needs.

- For teachers and administration: one or two hour-long mindfulness presentations to staff.
- For students: 5 classrooms receive 8 weeks of instruction.
 - Each week requires an hour of systematic instruction to students; educators are taught, encouraged and supported during those eight weeks to implement the techniques in the classroom.
 - Educators are encouraged to use the techniques for personal use as well as to calm and engage students.